

# **FOUR MILE VILLAGE TOWNHOMES**

## **DECLARATIONS of Covenants, Conditions and Restrictions**

***READ:*** The 'Consent To Amendment' is in the process of being adopted.

## CONSENT TO AMENDMENT

The undersigned, being the owner of a Lot in Four Mile Village Townhouses, hereby consents to amending the Declaration of Covenants, Conditions and Restrictions of Four Mile Village Townhouses (the "Declaration") as follows:

Section 1.14 Common Fence shall be deleted in its entirety and replaced with the following:

Section 1.14 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence or decorative wall erected as part of the original construction, or as a subsequent replacement therefor.

2. Section 4.1(f) shall be amended to delete any reference to the term "laundry service."

3. Section 4.1 shall be amended to add the following Section 4.1(n):

(n) To maintain, repair and replace the roofs, siding, gutters and down spouts on the Residences as needed.

4. The last sentence of Section 5.1 shall be deleted in its entirety.

5. Section 5.4 shall be deleted in its entirety and replaced with the following:

5.4 Waiver of Subrogation. The Association and each Owner hereby mutually waive and release any and all claims which they may have against any Owner, the Association, its officers, directors, employees, agents and any Manager, and its respective employees and agents, for damage to the Common Area, any structure located on any Lot or to any personal property located on the Common Area or Lots, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Mortgagee endorsement shall be made when the Owner's interest is subject to an encumbrance. Notwithstanding anything to the contrary, the Association does not waive subrogation against an Owner when a loss is the result of the wilful and wanton conduct of the Owner.

6. Section 5.5(c) shall be deleted in its entirety and replaced with the following:

(c) Commercial general liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and a minimum amount of \$2,000,000.00 in the aggregate and Worker's Compensation coverage upon employees and other liability insurance, including Directors and Officer liability insurance, insuring the Association, the Board, Managers and agents;

7. Section 5.7 shall be deleted in its entirety and replaced with the following:

5.7 Limitation on Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Area or portions of the structures located on the Lots, the Association shall not be liable for injury or damage, other than the normal costs of maintenance and repair, caused by any latent condition of the Common Area, Lot or structure located on a Lot or by the conduct of an Owner or any other person or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

8. The following Section 5.8 shall be added to the Declaration:

5.8 Insurance on Structures on Lots. The Board of the Association or its agents shall be obligated to obtain and maintain a policy of property insurance covering all structural components of the structures located on each Lot, including, but not limited to the exterior wall surfaces to the unfinished interior surfaces of perimeter walls, the roofs to the unfinished interior surfaces of the uppermost ceilings, the unfinished interior surfaces of the basement floor, interior walls, ceilings and floors including the unfinished surfaces thereof, those portions of any utility, HVAC and electrical systems located within the walls, ceilings or floors, windows and window casings and exterior doors and exterior door casings, fences, decorative exterior walls, sidewalks and driveways but excluding items normally excluded from coverage. The policy of property insurance to be maintained by the Association covering the structures shall exclude all non-structural components of the structures, except as otherwise specifically provided herein, interior doors, interior finishes, cabinets, appliances, fixtures of any nature, those portions of any utility, HVAC and electrical systems not located within the walls, floors or ceilings, wall coverings, floor coverings, window coverings, kitchen and bathroom fixtures, sinks, countertops, personal property and furnishings. Further, said policy shall be written on a replacement cost basis and the covered cause of loss shall be written on a special form basis.

9. The following Section 5.9 shall be added to the Declaration:

5.9 Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner; provided that if such amount(s) are not repaid to the Association within ten (10) days after the Association shall have given notice to the Owner of the total of such amount(s), from time to time, then the failure to so repay shall automatically become a default assessment determined and levied against such Lot and Owner, and the Association may proceed in accordance with Section 7.8 hereof to collect the same.

10. The following Section 5.10 shall be added to the Declaration:

5.10 Deductibles. No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount which is greater than the lesser of \$10,000.00 or 4% of the face amount of the policy. Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property between an Owner and the Association, the deductible shall be borne by the Owner. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment. Further, notwithstanding the foregoing, any loss falling within the deductible portion of such policy or any uninsured loss that is the result of any act or failure to act by an Owner or an Owner's guest, tenant or invitee, or that is the result of the failure or malfunction of any utility or utility line, mechanical or electrical device, appliance or any other device that is owned by an Owner or which is located within a residence shall be borne by said Owner under all circumstances, notwithstanding the absence of negligence by the Owner.

11. The following Section 5.11 shall be added to the Declaration:

5.11 Insurance to be Maintained by Owners (Property and Liability). Insurance coverage on the portion of the structures located on an Owner's Lot which are not considered structural components of the structures or which are not otherwise covered by the Association's insurance as required in Paragraph 5. 8 above, including, but not limited to, interior doors, interior finishes, cabinets, appliances, fixtures of any nature, wall coverings, floor coverings, window coverings, any portion of any utility, HVAC or electrical system not located within a wall, ceiling or floor, kitchen and bathroom fixtures, sinks and countertops shall at all times be maintained by each Owner on a replacement cost basis and shall be the sole and direct responsibility of the Owner thereof, and the Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefor. Loss assessment coverage for any deductibles to be paid by an Owner with respect to any insurance maintained by the Association or with respect to special assessments related to losses and personal liability coverage within each Residence, shall at all times be maintained by every Owner and shall be the sole and direct responsibility of the Owner thereof, and the Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefor. Each Owner shall provide a certificate of such insurance,

including the limits of protection for the improvements and betterments, to the Association on an annual basis. Insurance coverage for personal property or furnishings owned by an Owner or occupant shall be optional.

12. Section 7.3(a) and (b) shall be deleted in their entirety and replaced with the following:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

13. Section 7.8 shall be deleted in its entirety and replaced with the following:

7.8 Effect of Nonpayment of Assessment - Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest at the rate of eighteen percent (18%) per annum and the Owner shall be charged a late fee as determined by the Board, but not less than \$25.00 per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot. In any action to collect assessments, interest or late fees, the Association shall be entitled to recover its attorney fees and cost, including all post-judgment attorney fees and cost.

14. Section 8.14 shall be deleted in its entirety and replaced with the following:

8.14 Exterior Lighting. The exterior light on each Residence which is closest to the street, whether located on a freestanding pole, on the garage or on the porch, shall remain continuously illuminated at night.

15. Section 8.16 shall be amended by the addition of the following:

Xeriscaping is encouraged per the standards published by the Denver Water Board. Lawns should be mowed and trimmed at least once per week during the growing season and shall be kept free of dandelions, crabgrass and other weeds. Lawns and other live landscaping shall be watered as necessary and within the Denver Water Board guidelines and limitations. Trees should be watered monthly throughout the year if a minimum of one inch of moisture is not received in the previous month. Shrubs should be neatly trimmed as necessary, but not less than once per growing season.

16. The following Section 8.17 shall be added to the Declaration:

8.17 Limitation on Renting. At no time shall more than six (6) Residences be rented or leased at the Property, and no Owner may rent or lease his Residence until such time that there are less than six (6) other Residences being rented or leased at the Property. Notwithstanding the foregoing, any Owner desiring to rent his Residence, but who is otherwise prohibited from doing so pursuant to this Paragraph 8.17, may file a written appeal to the Board of Directors requesting a waiver to rent the Residence notwithstanding this Paragraph 8.17. Said appeal shall set forth the circumstances which the Owner believes supports a waiver and the proposed duration of the waiver. The Board of Directors may, in its sole and absolute discretion, grant a waiver of the restrictions contained in this Paragraph 8.17 to any Owner and upon such terms and conditions and for such duration as it believes are appropriate under the circumstances. Any waiver granted by the Board of Directors shall not be deemed to be a waiver of this Paragraph 8.17 as to any other Owner or as to the Owner receiving the waiver with respect to future requests.

17. Except as modified herein, the Declaration shall continue in full force and effect.

By executing this Consent to Amendment, the undersigned Owner hereby authorizes the proper officers of the Four Mile Village Townhouse Association to execute and record a First Amendment to the Declaration of Covenants, Conditions and Restrictions of Four Mile Village Townhouses which reflects the above amendments.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

AGREEMENT

THIS AGREEMENT is dated this 19<sup>th</sup> day of November, 1983, and is executed by FOUR MILE VILLAGE TOWNHOUSE ASSOCIATION (the "Association") for the benefit of all first mortgagees (the "First Mortgagees") of Townhouse Units in the Four Mile Village Project located in City and County of Denver, Colorado (the "Project").

RECITALS

The Association is further described in that certain Declaration of Covenants, Conditions, and Restrictions for Four Mile Village Townhouses recorded on April 27, 1982, in Book 2573 at Page 394 of the real property records of the City and County of Denver, Colorado (the "Declaration").

The "Declarant" under the Declaration must make certain warranties to the Federal Home Loan Mortgage Corporation ("FHLMC") to comply with warranties requested for approval of the Project by FHLMC.

One of the warranties required for FHLMC approval involves execution of an agreement by the Association relating to reimbursement for taxes or other charges against common property of the Association in the Project.

AGREEMENT

NOW, THEREFORE, the Association hereby agrees for the benefit of all First Mortgagees that all such First Mortgagees may, jointly or singly, pay taxes or other reasonable charges which are in default and which may or have become a charge against any of the common property of the Association in the Project and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property, and First Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

To be entitled to reimbursement First Mortgagees must present written demand to the Association together with satisfactory proof of payment.

This Agreement shall be construed according to the laws of Colorado.

This Agreement shall terminate upon the termination of the Project or the Association.

ATTEST:

FOUR MILE VILLAGE TOWNHOUSE  
ASSOCIATION

Charles M. Lively Secretary By Ken Howard President



*Schroeder*  
065022

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F.J. SERAFINI  
COUNTY CLERK  
DENVER COUNTY

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 23rd day of April, 1982, by D.D.H. DEVELOPMENT, INC., a Colorado corporation ("Declarant").

RECITALS:

A. Declarant is the owner in fee of all of the following described real property (the "Property") situated in the City and County of Denver, State of Colorado, to wit:

that which is more fully set forth in Exhibit A which is attached and incorporated by reference.

B. Declarant desires to establish on the Property an exclusive residential community which is designed to maximize the use of available land and which contains residential dwelling units thereon known as "townhouses", created for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all the residents thereof.

C. Declarant desires to assure the attractiveness of the individual lots and community facilities within the Property; to prevent any future impairment thereof; to prevent nuisances; and to preserve, protect and enhance the values and amenities of the Property. In order to achieve these objectives, the Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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## ARTICLE I

### DEFINITIONS

1.1 "Association" shall mean and refer to Four Mile Townhouse Association, its successors and assigns.

1.2 Owner. "Owner" shall hereinafter mean and refer to any record Owner, whether one or more natural persons or an entity, of a fee simple title interest (including a contract seller and excluding a contract purchaser) to any Lot; but excluding, however, any such record Owner having such an interest therein as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, such person shall thereafter cease to be an Owner.

1.3 "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" shall mean all real property (including the improvements thereto) which property may be owned or acquired by the Association for the common use and enjoyment of the owners. Presently, the Association owns no property which is Common Area, nor does Declarant intend to convey to the Association any property as Common Area. This Declaration includes definitions for Common Area and related provisions for the purposes of (a) providing a mechanism by which Common Area can be acquired and maintained by the owners, and (b) to comply with the rules and regulations promulgated by various governmental agencies.

(Insert description)

1.5 Lot. "Lot" shall hereinafter initially mean and refer to Lots A through Z and shall include any Residence constructed thereon, as well as any Residence subsequently constructed on those Lots which are subsequently acquired, by virtue of any annexation by Declarant, in accordance with this Declaration.

1.6 "Declarant" shall mean and refer to D. D. H. Development, Inc. a Colorado corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.7 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.8 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Lot as security for the payment of a debt or obligation.

1.9 Mortgagee. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns, or is secured by a Mortgage.

1.10 Residence. "Residence" shall hereinafter mean and refer to a single family home or other similar single family residential unit constructed upon a Lot for the permanent occupancy of an Owner and his or her family.

1.11 Private Roads. "Private Road(s)" as used herein shall refer to the Private Roads described in Exhibit \_\_\_\_, and those Private Roads subsequently acquired by Four Mile Village Recreational Association, Inc.

1.12 Class I Lot. "Class I Lot" shall hereinafter mean and refer to any Lot owned by any Owner other than the Declarant.

1.13 Class II Lot. "Class II Lot" shall hereinafter mean and refer to any Lot owned by the Declarant.

1.14 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence erected as part of the original construction, or as a subsequent replacement therefor, other than a Side Yard Fence, which is appurtenant to two or more Residences.

1.15 Common Fence Owner. "Common Fence Owner" shall hereinafter mean and refer to an Owner of a Residence appurtenant to that which is a Common Fence.

## ARTICLE II

### PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Easements of Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of enjoyment in and to the Private Roads and a right and easement of ingress and egress upon and across the Private Roads and all other property owned by Four Mile Village Recreational Association, Inc., for the purpose of getting to and from such Owner's Lot, which rights and easements shall be appurtenant to and pass

with the conveyance of title to the Owner's Lot and Residence; provided, however, that such rights and easements shall be subject to the covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration and contained in the Plat of the Property recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, as well as the Covenants, Conditions and Restrictions of Four Mile Village Recreational Association, Inc., recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.1 Every owner of a Lot is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On December 31, 1988.

3.3 Every Owner shall be a member of Four Mile Village Recreational Association, Inc., and shall be required to pay all assessments levied by Four Mile Village Recreational Association, and every Owner shall be bound by the terms and conditions of the Covenants, Conditions and Restrictions of Four Mile Village Recreational Association, Inc. recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado. Each Owner shall be entitled to one vote as to Four Mile Village Recreational Association, Inc., in accordance with the terms thereof.

#### ARTICLE IV

##### Four Mile Village Townhouse Association

4.1 Duties and Responsibilities of the Four Mile Village Townhouse Association. Declarant has caused the Four Mile Village Townhouse Association to be incorporated as a non-profit corporation and has designated such Association to be manager of the Common Area. Any purchaser of a Residence shall be deemed to have assented to, ratified and approved such designation and management. Said Association, by its signature approving this Declaration, has agreed to perform the duties required of it hereunder. Said Association shall have the following duties, rights and powers:

(a) To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are authorized herein.

(b) From funds collected, to provide for maintenance, construction, management, insurance, care of the Common Area, and such other expenses as are enumerated in this Declaration.

(c) To lease, acquire and sell real or personal property in pursuance of its obligations.

(d) To enter into and upon the Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in this Declaration.

(e) To enjoin or seek damages from or assess fines against the Owners for violation of the Declaration, the Articles of Incorporation of the Association, the By-laws of the Association, or the Rules.

(f) To employ workmen and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility or laundry services), material or supplies, the term of which is in excess of one year; and further provided that any contract or management agreement entered into (excluding those for utilities and laundry services) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause upon ninety (90) days written notice.

(g) To protect and defend the Common Area from loss and damage by suit or otherwise.

(h) To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with the audit of its books and records, which audit shall be available to Owners and holders of deeds of trust for inspection at the Association office, as hereinafter provided.

(i) To deposit funds in the account of the Board which are not necessary for immediate disbursements in insured savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest.

(j) To file legal protests, formal or informal, with authorities against the granting by authorities of zoning ordinances or variances concerning any property within a reasonable proximity of the properties which might affect the value of any Owner's interest in the Common Area.

(k) To designate and assign to Owners available storage facilities within the Common Area for the use, exclusive or otherwise, of Owners.

(l) To adopt Rules in accordance with the By-laws for the regulation and operation of the Common Area including, but not limited to, regulations governing the use of the Common Area, Limited Common Elements, and the regulation of parking on private streets.

(m) To charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

#### ARTICLE V

##### Insurance

5.1 Common Area. The Association shall be responsible for and shall procure fire and all-risk coverage insurance upon the Common Area for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as the Association may determine to be appropriate, but which insurance shall have a minimum of a BBB+ rating. Such policy or policies shall provide that any loss thereunder shall be payable to the Association as insurance trustee under this Declaration. No policy shall provide that: (1) under the terms of the insurance company's charter, by-laws or policy contributions or assessments may be made against the mortgagor or mortgagee's designee; or (2) by the terms of carrier's charter, by-laws, or policy, loss payments are contingent upon the action by the company's Board of Directors, policyholders or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The Association shall deliver to each Owner a certificate of insurance stating that a policy of insurance as required under this Section is in effect, and that said policy shall not be cancelled, allowed to lapse or be materially altered except upon ten (10) days prior written notice thereof to the Owner. A determination of full replacement cost shall be made annually by one or more written appraisals performed by a person knowledgeable of replacement costs, and the insurance coverage shall be modified accordingly.

5.2 Rebuilding of Damaged Building. Except as otherwise provided herein, in the event of damage to or destruction of any building by fire or any other casualty for which the Association is required to carry insurance, the Association, within a reasonable time, shall repair or rebuild the same in a workmanlike manner with materials

comparable to those used in the original structure and in conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Building, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with the design of the original building and the surrounding buildings which are not so damaged or destroyed. Neither the Owner nor the Association shall be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer are insufficient, the Association will levy a special assessment equally against all Owners to pay to the Association any deficiency required to accomplish the rebuilding or repair. Upon the failure of such Owners to provide such funds within a reasonable amount of time after notice and demand by the Association therefor, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owners' personal obligation and a continuing lien on the Owners' Residence.

5.3 Substantial Damage. In the event of destruction by fire or other casualty of 50% or more in total value of the Common Area, then repair and reconstruction of the building to its original condition prior to such casualty shall be proceeded with by the Board unless 75% or more of the Owners cast their ballot against the rebuilding of such building at a meeting of such Owners held for such purpose. Such meeting shall be called by notice specifying the purpose therefor and held within a period of sixty (60) days after the casualty occurs. Whenever an Owner's interest is subject to a deed of trust, the Owner's vote against rebuilding shall be subject to concurrence by the holder of the deed of trust. Only one vote may be cast for each Residence.

In the event the Owners determine by vote as aforesaid not to proceed with rebuilding, then the proceeds from the insurance coverages payable to the Association as insurance trustee shall be distributed to the lien holders of the respective Owners, according to their priority, and if no liens exist, to the Owners, all in proportion to the amounts of the insurable interest of each of the Owners as shown in the certificates of insurance issued to each such Owner. The Board then may elect to raze the building, dispose of the property, or rebuild.

5.4 Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the Common Area or to any personal property



located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

5.5 Insurance for the Association. The Association shall be required and empowered to obtain and maintain the following insurance upon the acquisition of any Common Area.

(a) Insurance coverages upon the Common Area, as recited above, and all property owned or leased by the Association;

(b) Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualties as are covered under standard coverage provisions for the full insurable replacement cost of the Common Area;

(c) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, the Board, Managers and agents in connection with the Common Area;

(d) Fidelity bonds to protect against dishonest acts on the part of Association officers, directors, trustees and employees and all others who handle or are responsible for handling Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least 150% of the estimated annual operating expenses of the Common Area, including reserves; (3) contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without 30 days prior written notice to the holders of the deeds of trust on the Residences; and

(e) Such other insurance as the Board may deem desirable for the benefit of the Owners.

5.6 Mortgagee's Rights. In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective holders of deeds of trust, as their interests may appear, and no Owner or other party shall be entitled to priority over the holders of a deed of trust on a Residence with respect to any such distribution; provided, however, that nothing herein shall be construed to deny the Association the right to apply any

such proceeds to repair or replace damaged portions of the Common Area.

5.7 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Area, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Common Area or by the conduct of another Owner or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

## ARTICLE VI

### Condemnation Procedure

6.1 Condemnation of Common Area. In the event of a proceeding in condemnation or partial condemnation of any Common Area in which no Residences are located by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners equally.

6.2 Lien Holders. When a condemnation occurs and a Residence is subject to an encumbrance, the Association shall send written notice forthwith to all holders of deeds of trust covering Residences affected thereby. The proceeds due an Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a deed of trust shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear encumbrances shall be paid to Owner.

## ARTICLE VII

### Covenant for Maintenance Assessments

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property

at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ Dollars (\$372.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.5 Notice and Quorum for any Action Authorized under §§ 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under §§ 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject

to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7.7 Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

7.8 Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII

### Use Restrictions

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office. Declarant may combine two Units and use such Units for conducting business, provided that such use is consistent with the applicable zoning.

8.2 Conveyance of Lots. All Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration.

8.3 Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property to maintain, during the period of development of the Property and upon such portions of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the Property, specifically including, without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences, or in the development of the Property, shall have the right to conduct sales activities on the Property in connection with its construction of the Residences and development of the Property.

8.4 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on any Lot, except that one dog, one cat, or one other household pet may be kept on any Lot; provided, that they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced backyards; and if taken outside of an Owner's backyard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Property and any Lot of such pet's excrement.

8.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety, or life of any person or which may unreasonably disturb the other Owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot, and to allow to remain thereon for a reasonable length of time, one sign at any one time of not more than five (5) square feet, advertising that such Lot is "For Sale" or "For Rent".

8.6 Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view, and may be placed only in the rear of the Lot.

8.7 Planting. Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property.

8.8 Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole responsibility of the Owner.

8.9 Utilities within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems, or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.


8.10 Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Property or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 8.10, a 3/4-ton or smaller truck, commonly known as a "pick-up truck", shall not be deemed to be a commercial vehicle or truck.

8.11 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any

Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

8.12 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal it from public view, and must be placed in the rear of the Lot, unless a trash receptacle is maintained for common use, in which case, all trash and refuse must be placed therein.

8.13 Automobile, Boat and Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored, or maintained upon any Lot or on the Property or Private Roads in such manner that such vehicle or boat is visible from neighboring Lots, the Property, or the Private Roads and any other roads. Such vehicles and boats may only be parked in a garage of a Residence. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph, providing that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial function.

ent  8.14 Exterior Lighting. Each Residence must provide a post light, which may be either gas or electric, located in front of the Residence at the portion thereof closest to the front street. If such post light is electric it must be actuated by a fully automatic photo-electric cell with no manual disconnect switch and have a lamp of minimum wattage of 60 watts.

8.15 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

8.16 Maintenance of Lot. Each Owner shall have a duty to maintain his Lot so that it remains free of debris, rubbish, weeds, and grass that is longer than five inches. Likewise, each Owner shall regularly maintain the lawn in his Lot in a manner that shall include watering, fertilizing, weed control, and removal and replacement of any dead grass, trees, and shrubs. If any Owner shall breach this duty, then the Association may cause any of the above work to be done and shall have a right of recovery against the breaching Owner.

## ARTICLE IX

### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE X

### Fences

10.1 Common Fences - Repair and Maintenance. The costs of repairing, maintaining and rebuilding Common Fences shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof; provided, however, that if the Common Fence Owners cannot agree upon the repair, maintenance, or rebuilding of their Common Fences, then upon ten (10) days prior written notice to such Common Fence Owners, the Association may take such action as is reasonably deemed necessary to repair, maintain or rebuild a Common Fence and the acting Common Fence Owner may charge, which charge shall create a lien upon the non-acting Common Fence Owner or Owners for their contribution to the reasonable costs of such repair, maintenance or rebuilding. This section shall not be interpreted so as to preclude or prejudice any such acting or non-acting Common Fence Owner from demanding a higher percentage contribution from any other acting or



non-acting Common Fence Owner under the rule of law regarding liability for negligent or wilful acts or omissions.

10.2 Negligent or Wilful Acts. Notwithstanding any other provision of this section, any Owner, who by his negligent or wilful acts, causes a Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such Fence.

10.3 Arbitration. In the event of any dispute concerning any Common Fence or any provisions of this section related thereto other than the rights granted to the Board, and the Association, each Common Fence Owner shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made by a majority of all the arbitrators, which decision shall be binding and may be enforced in any court having jurisdiction in the State of Colorado. The costs of such arbitration shall be paid as directed by such arbitrators.

## ARTICLE XI

### Special Interior Walls

11.1 Special Interior Walls. Each Residence shall contain one windowless common interior wall (the "Special Interior Wall"), which shall face an adjacent Lot ("Adjacent Lot").

11.2 Repair Easements. A perpetual exclusive easement covering the ground area between (1) a line running the length of the Special Interior Wall and extending to the sides of each Lot containing the Wall, and (2) the Property line of each Adjacent Lot is hereby created for the benefit of the Owner of each such Adjacent Lot. Each Owner of a Residence shall have an easement on the Property surrounding an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot or the Property, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair the Special Interior Wall or other exterior wall or the roof of a Residence. Such easement shall extend onto such other Owner's Lot or the Property for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

11.3 Rights of Owner with Respect to Maintenance of Special Interior Wall. The Owner of the Residence containing the Special Interior Wall shall have the right, at all reasonable times, to enter the Special Interior Wall Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining, or restoring the Special Interior Wall; provided,

however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

11.4 Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Interior Wall by its Owner, including, but not limited to, refraining from attaching any objects to such Wall, such as wires, trellises and plantings; defacing the Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Interior Wall; or using the Wall as a playing surface for any sport.

11.5 Restrictions on Owner with Residence Containing Special Interior Wall. The Owner of the Residence containing the Special Interior Wall shall similarly be prohibited from attaching anything to such Wall or from altering it in any way other than painting the Special Interior Wall. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot. This section shall have no application where an Owner combines two Lots and Residences as provided herein.

## ARTICLE XII

### Other Easements

12.1 Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements provided for herein as well as those shown on the Plat for the Property recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado. No fence, wall, hedge, patio, barrier, or other improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across, or within the areas reserved for easements.

12.2 Encroachments Upon Lots. The Property hereof shall be subject to an easement for encroachments created by construction, settling, and overhangs, as designed or constructed by the Declarant. A valid permanent easement for said encroachments and for the maintenance thereof shall exist.

12.3 Utility Easements. In addition to the easements contained in other sections herein, there is hereby created for the benefit of the Declarant and the Owners, an easement upon, across, over and under all Lots, Private Roads, and Common Fences, within the Property for ingress, egress,

installation, replacing, repairing and maintaining all utilities, including, but not limited to, any and all underground utilities, water, sewer, gas, telephone, electrical and a master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment on the Private Roads within the Property and to affix across and under the roofs and exterior walls of the Residences. Notwithstanding anything to the contrary contained in this Section 12.3, no water, sewer, gas, telephone, electrical, or antenna lines, systems, or facilities may be installed or relocated over, across and on the Lots, Private Roads, or Common Fences, except as initially approved by Declarant, or thereafter as approved by Declarant. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over or under any part or all of the Lots, Private Roads or Common Fences of the Property without conflicting with the terms hereof. The easement provided for in this Section 12.3 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

12.4 Underground Electric Service. In addition to the easements contained in Section 12.1 and Section 12.3, the utility company furnishing the electrical service shall have, and is hereby granted, a two-foot (2') wide easement within each Lot along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the respective Residence. The foregoing easements for the underground electrical service may be crossed by driveways and walkways provided that prior arrangement with the appropriate utility company furnishing such electrical service has been made. Such easements for the underground electrical service shall be kept clear of all other improvements, including buildings, patios, or other pavings (other than crossing walkways or driveways) and no electrical utility company using the easements shall be liable for any damage done by it or its agents or employees to shrubbery, trees, flowers, or other improvements of the Owner of the Lot covered by said easement.

12.5 Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all roads and upon the Property in the performance of their duties; including, but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

12.6 Maintenance Easement. An easement is hereby granted to an Owner, Mortgagee, or any agent thereof, upon, across, over and under the Private Roads, Lots, Residences, and Common Fences to perform any duties of maintenance and repair of the Residences and Private Roads as provided for in this Declaration.

12.7 Private Road Easements. In addition to the easements created by this Article XII, every Owner of a Class I or Class II Lot, the members of such Owner's family and guests and invitees shall have a non-exclusive easement over, above and across the Private Roads.

### ARTICLE XIII

#### Recreational Amenities

The Declarant acknowledges that the Property does not contain any recreational facilities. Notwithstanding the foregoing, the Declarant has heretofore formed Four Mile Village Recreational Association, Inc., (the "Recreational Association"), which is the owner of certain real property, more particularly described in Exhibit "B", attached hereto and incorporated by reference, on which there has been constructed a swimming pool, tennis court, and clubhouse, and Private Roads and other Property (the "Amenities"). The Amenities, which are owned by the Recreational Association, will be available for use by Owners, occupants, and guests of Four Mile Village Townhouses and Four Mile Village Condominiums, both of which are adjacent to the Property on which the Amenities are constructed, in accordance with the rules, regulations and resolutions of the Recreational Association. The Owner of each Four Mile Village Townhouse will be, and hereby is, expressly made subject to and obligated to abide by the Declaration of Covenants, Conditions and Restrictions for Four Mile Village Recreational Association, Inc., recorded in the records of the Clerk and Recorder of the City and County of Denver, State of Colorado. Those covenants provide that each Townhouse Unit Owner shall be a member of the Recreational Association, and will be obligated to pay to it an annual assessment which will be used for the maintenance, repair and upkeep of the Amenities. The Owner of each Four Mile Village Townhouse shall be a member of the Recreational Association.

### ARTICLE XIV

#### Burdens and Benefits of this Declaration

14.1 Covenants Running with the Property. The benefits burdens, and other provisions contained in this Declaration

shall be covenants running with and binding upon the Property.

14.2 Binding upon and Inure to Successors. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association, and all Owners and upon and to their respective heirs, executors, administrators, successors, and assigns.

## ARTICLE XV

### Duration and Amendments

15.1 Amendments. This Declaration shall remain in full force and effect for as long as the properties remain as a residence development. Except as hereinafter provided, the Declaration neither may be amended or revoked, nor may any Common Area used or held for the benefit of all the Residences on the property be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of Owners representing not less than seventy-five percent (75%) of all Owners' interest in the Residences. Whenever an Owner's interest is subject to a deed of trust, the Owner's vote shall be included in said required percentage only upon concurrence of the holder of the deed of trust. Such amendment shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Owners and the holders of deeds of trust representing not less than seventy-five percent (75%) of all the interests in the Residences. No amendments to this Declaration shall be in conflict with the laws of the State of Colorado. No amendments shall affect the rights of Declarant herein unless approved and consented to by Declarant in writing.

15.2 Mortgagee's Rights. A prior written approval of seventy-five percent (75%) of the holders of deeds of trust on the Residences representing not less than seventy-five percent (75%) of the Residences shall be required to approve the following:

(a) An amendment to the Declaration which (1) changes the ratios of assessments against Owners or (2) amends this Article Section or any other provision which specifically grants rights to holders of deeds of trust hereunder or (3) is otherwise a material amendment, including but not limited to a change in the method for determining prorata share of ownership of the Common Area or for allocating hazard insurance proceeds.

(b) The alienation, release, transfer, hypothecation or other encumbrance of the Common Area subject to

Declarant's rights herein; except that the consent of holders of deeds of trust shall not be required for action by the Association to (1) grant easements for utilities and similar or related purposes, or (2) to lease or grant licenses.

(c) The effectuation of any decision by the Association to terminate professional management and to assume self-management.

(d) The use of hazard insurance proceeds for any other purpose other than for the repair, replacement or reconstruction of any damaged improvements, except upon substantial destruction to any building constructed on a Common Area.

(e) The effectuation of any decision by the Association not to maintain fire and extended coverage insurance on the Common Area as provided in this Declaration.

(f) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of Residences, the exterior maintenance of Residences, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings.

15.3 Special Amendments. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee deeds of trust covering Condominium Units within seven (7) years from the date hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence or obligation or other instrument affecting a Residence and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair a deed of trust upon a Residence or any warranties made by an Owner or holders of a deed of trust in order to

induce any of the above agencies or entities to make, purchase, insure, or guarantee the deed of trust on such Owner's Residence.

## ARTICLE XVI

### Enforcement

16.1 Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners, Mortgagees and lessees of every Lot and unit on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Declarant, Owner or Mortgagee acting for itself. Each Owner, by acquiring an interest in the Property, appoints, irrevocably, the Declarant as his attorney-in-fact for such purposes; provided, however, that if an Owner or Mortgagee notifies Declarant in writing of a claimed violation of these covenants, conditions, and restrictions and Developer fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner or Mortgagee may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

16.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor, by law or in equity against an Owner, shall be applicable against every such violation and may be exercised by Declarant or Owners pursuant to paragraph 16.1 of this Section.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

#### ARTICLE XVII

##### Right to Combine

Notwithstanding anything to the contrary herein, an Owner of two Lots which are adjacent to each other may combine two Residences into a single Residence, at his option.

#### ARTICLE XVIII

##### Annexation

18.1 The Declarant, for itself, its successors, and its assigns, shall have and hereby specifically reserves the right, until December 31, 1988, to annex from time to time any portion or portions of the Real Property described on Exhibit C, attached hereto and incorporated herein by reference, and to subject such additional property to the terms and provisions of this Declaration. Annexation will increase the number of Lots and number of Members in the Recreational Association.

18.2 Any townhouses constructed on the property described on Exhibit C shall substantially conform to the architectural style of previously submitted townhouses. The maximum number of additional Lots shall not exceed twenty-six townhouses located within the entire project.

18.3 Each Unit, regardless of the number of owners, shall be entitled to one vote for all purposes hereunder and such voting interest shall not be changed by the enlargement of this Project or otherwise.

18.4 Each Owner shall have the non-exclusive right, together with all other Owners, to use all common elements, open spaces, recreational facilities, grass, and landscaping areas, and all other areas in the Project which are not herein specifically dedicated to the use of less than all of the Owners. This easement shall be irrevocable and shall be for the purposes of egress and ingress, recreational and social use, and shall apply to all property hereafter committed to this Project.



18.5 It is contemplated that additional property reflected on Exhibit C will ultimately be committed to this Project, but the Declarant, its appointees, successors, and assigns shall have no affirmative obligation to do so. The rights of the Declarant, its appointees, successors, and assigns, as described in this Declaration, hereof, shall apply to all properties which are added to this Project in accordance with these provisions relating to enlargement thereof.

18.6 In regard to any of the Real Property described on Exhibit C which the Declarant annexes to this Project pursuant to the terms of this section, the Declarant hereby covenants to pay all taxes, assessments, mechanic's liens, or other charges affecting any property so annexed which arose prior to the date of annexation. Further, the Declarant agrees that, if requested by the Administrator of the Veterans Administration, it will purchase, at its expense, such policies of insurance as requested by the Administrator to insure the Owners of existing Units against any risks or liabilities which such Owners may incur as a result of the annexation. Any such policies shall contain an endorsement insuring the Owners of previously submitted Units as their interests may appear.

#### ARTICLE IXX

##### Mortgagee's Rights

19.1 Notice to Mortgagee. Each holder of a deed of trust on any Residence upon written request by such holder to the Board, shall receive any of the following:

(a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Residence covered by the deed of trust;

(b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;

(e) Notice of substantial damage to or destruction of any Unit, or any part of the Common Area;

(f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;

(g) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default; and

(h) The right to examine the books and records of the Association at any reasonable time.

19.2 Form of Request. The request of a holder of a first deed of trust shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder of a deed of trust who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder of a deed of trust hereunder and in the event of multiple requests from purported holders of deeds of trust on the same Residence, the Association shall honor the most recent request received.

19.3 Protection. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any holder of a deed of trust taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Residence and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

## ARTICLE XX

### Miscellaneous

20.1 Non-Waiver. Failure by the Declarant, the Association or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

20.2 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the

invalidity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

20.3 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, and use of the plural shall include the singular, and the use of any gender shall include all genders.

20.4 Captions. The captions to the Sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration nor the intent of any provision hereof.

20.5 Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the parties hereunto placed their hands and seals the day and year first above written.

D. D. H. DEVELOPMENT, INC.  
a Colorado Corporation

*Mont L. Dushoff, President*

*Therese G. Dushoff VP*

STATE OF COLORADO )

CITY AND COUNTY OF DENVER )

ss.

The foregoing Declaration of Covenants, Conditions and Restrictions for Four Mile Village Townhouse Association was acknowledged before me this 23<sup>rd</sup> day of April, 1982, by Mont L. Dushoff, President and Therese G. Dushoff, Vice President of D.D.H. Development, Inc., a Colorado Corporation.  
Witness my hand and official seal.

My Commission expires: My Commission Expires Sept. 29, 1982

( S E A L )

*Larry P. Eds*  
Notary Public

c/o SECURITY TITLE GUARANTY CO.  
11059 E. BETHANY DR. # 102  
AURORA, CO 80014

EXHIBIT A TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
**GINGERY ASSOCIATES, INC.** FOR FOUR MILE VILLAGE  
TOWNHOUSES



CONSULTING ENGINEERS

2840 SO. VALLEJO ST.  
ENGLEWOOD, CO 80110  
(303) 761-4860

**PRINCIPALS**

PURUSHOTTAM DASS  
DERYL W GINGERY  
WALLACE R LUCHETTI  
FLOYD E MONTGOMERY  
DAVID E MOOTHART  
AL ROBINSON  
THOMAS J STONE  
DOUGLAS C STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 1 OF 1

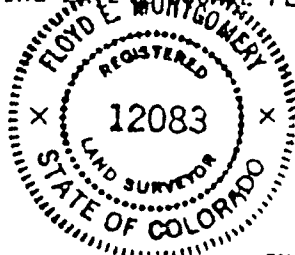
PHASE I, PARCEL A -

A PARCEL OF LAND BEING ALL OF LOT 1, LOT 2, LOT 3, LOT 4, AND LOT 5, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S. FOREST ST. AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE, NORTH 89°45'09" EAST ALONG THE NORTH LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG THE EAST LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 235.05 FEET TO THE NORTHEAST CORNER OF TRACT C, SAID FOUR MILE VILLAGE; THENCE SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF SAID TRACT C, A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2, FOUR MILE VILLAGE; THENCE NORTH 0°02'47" WEST, ALONG SAID WEST LINE A DISTANCE OF 234.64 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 27,277 SQUARE FEET OR 0.625 ACRES.



*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR, NO. 12083

EXHIBIT A TO THE DECLARATION OF  
**GINGERY ASSOCIATES, INC.** COVENANTS, CONDITIONS, AND RESTRICTIONS  
CONSULTING ENGINEERS FOR FOUR MILE VILLAGE  
TOWNHOUSES



2840 SO VALLEJO ST.  
ENGLEWOOD, CO 80110  
(303) 761-4860

PURUSHOTTAM DASS  
DERYL W GINGERY  
WALLACE R LUCHETTI  
FLOYD E MONTGOMERY  
DAVID E MOOTHART  
AL ROBINSON  
THOMAS J STONE  
DOUGLAS C STOVALL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 1 OF 1

PHASE I, PARCEL B -

A PARCEL OF LAND BEING ALL OF LOT 6 AND LOT 7, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S. FOREST ST. AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE WEST LINE OF BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 249.64 FEET TO THE SOUTHWEST CORNER OF TRACT C, SAID FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'13" EAST ALONG THE SOUTH LINE OF SAID TRACT C A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID EAST LINE A DISTANCE OF 75.25 FEET TO THE NORTH LINE OF LOT 8, SAID BLOCK 2; THENCE SOUTH 89°57'13" WEST ALONG SAID NORTH LINE A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE NORTH 0°02'47" WEST ALONG SAID WEST LINE A DISTANCE OF 75.25 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,729 SQUARE FEET OR 0.200 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 12083

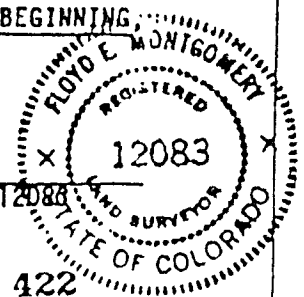


EXHIBIT B TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE VILLAGE  
TOWNHOUSES

**GINGERY ASSOCIATES, INC.**

CONSULTING ENGINEERS



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FLOYD E MONTGOMERY  
DAVID E MOOTHART  
AL ROBINSON  
THOMAS J STONE  
DOUGLAS C STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 1 OF 2

PHASE I - RECREATION ASSOCIATION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, A PORTION OF TRACT A, ALL OF TRACT B AND TRACT C, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'45" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S. FOREST ST. AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 269.69 FEET TO THE TRUE POINT OF BEGINNING;
- (3) CONTINUING ALONG LAST SAID COURSE NORTH 0°00'00" EAST A DISTANCE OF 45.94 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE WEST LINE OF BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 234.64 FEET TO THE SOUTH LINE OF LOT 5, SAID BLOCK 2; THENCE NORTH 89°57'13" EAST ALONG SAID SOUTH LINE A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF LOT 6, SAID BLOCK 2; THENCE SOUTH 89°57'13" WEST ALONG SAID NORTH LINE A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 165.50 FEET; THENCE SOUTH 89°57'13" WEST A

EXHIBIT B TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 2 OF 2

DISTANCE OF 132.00 FEET; THENCE SOUTH 77°18'42" WEST A DISTANCE OF 25.62 FEET; THENCE SOUTH 89°57'13" WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 0°02'47" WEST A DISTANCE OF 128.00 FEET; THENCE NORTH 89°57'13" EAST A DISTANCE OF 38.68 FEET; THENCE NORTH 0°14'51" WEST A DISTANCE OF 139.22 FEET; THENCE NORTH 89°45'09" EAST A DISTANCE OF 106.81 FEET; THENCE NORTH 0°02'47" WEST A DISTANCE OF 92.00 FEET; THENCE NORTH 89°45'09" EAST A DISTANCE OF 14.49 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 101°32'13", A DISTANCE OF 8.86 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 78°27'47", A DISTANCE OF 41.08 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°45'09" WEST, ALONG SAID TANGENT, A DISTANCE OF 430.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°45'09", A DISTANCE OF 23.50 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 67,031 SQUARE FEET OR 1.539 ACRES.

*Frank E. Montgomery*  
REGISTERED LAND SURVEYOR

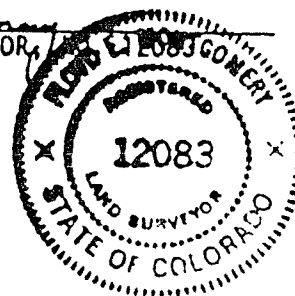


EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

**GINGERY ASSOCIATES, INC.**



CONSULTING ENGINEERS

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AL ROBINSON  
THOMAS J. STONE  
DOUGLAS C. STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE II - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 8 AND LOT 9, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE WEST LINE OF BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 324.89 FEET TO THE SOUTHWEST CORNER OF LOT 7, SAID FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'13" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID EAST LINE A DISTANCE OF 75.25 FEET TO THE NORTH LINE OF TRACT D, SAID BLOCK 2; THENCE SOUTH 89°57'13" WEST ALONG SAID NORTH LINE A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE NORTH 0°02'47" WEST ALONG SAID WEST LINE A DISTANCE OF 75.25 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,729 SQUARE FEET OR 0.200 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR

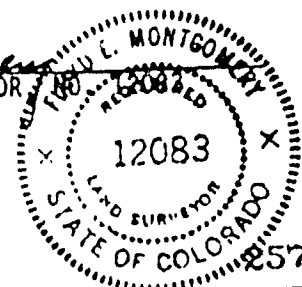




EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

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DOUGLAS C STOVALL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE III - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 10 AND LOT 11, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST, ALONG THE WEST LINE OF SAID BLOCK 2, FOUR MILE VILLAGE, A DISTANCE OF 415.14 FEET TO THE SOUTHWEST CORNER OF TRACT D, SAID FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'13" EAST, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2, FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG SAID EAST LINE A DISTANCE OF 75.25 FEET TO THE NORTHEAST CORNER OF LOT 12, BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE NORTH 0°02'47" WEST, ALONG SAID WEST LINE, A DISTANCE OF 75.25 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,729 SQUARE FEET OR 0.200 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 12083

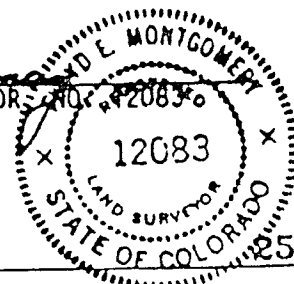


EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

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AL ROBINSON  
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DOUGLAS C STUVAL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE V - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 14 AND LOT 15, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAY OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 565.39 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK 2, SAID FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'13" EAST ALONG THE NORTH LINE OF SAID LOT 13, BLOCK 2, A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG THE EAST LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 75.25 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID FOUR MILE VILLAGE; THENCE SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF SAID TRACT E, A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2, FOUR MILE VILLAGE; THENCE NORTH 0°02'47" WEST, ALONG SAID WEST LINE A DISTANCE OF 75.25 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,729 SQUARE FEET OR 0.200 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 120085

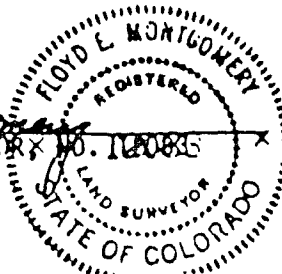


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JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE IV - TOWNHOUSE ASSOCIATION

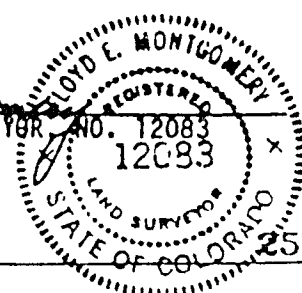
A PARCEL OF LAND BEING ALL OF LOT 12 AND LOT 13, BLOCK 2, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 490.39 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 2, SAID FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'13" EAST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG THE EAST LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 75.00 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2, FOUR MILE VILLAGE; THENCE NORTH 0°02'47" WEST, ALONG SAID WEST LINE A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,700 SQUARE FEET OR 0.200 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 12083



ENGLEWOOD - GRAND JUNCTION

2573 428

EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 2 OF 2

TANGENT,, BEING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 3; THENCE SOUTH 89°44'46" WEST, ALONG SAID EXTENSION AND ALONG SAID NORTH LINE, A DISTANCE OF 67.87 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 3; THENCE SOUTH 0°15'14" EAST, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 96.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8,813 SQUARE FEET OR 0.202 ACRES.

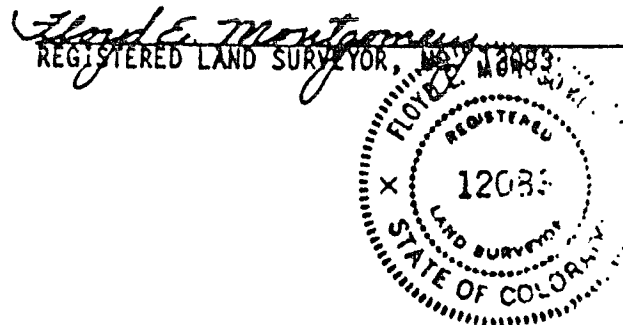


EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE TOWNHOUSES

**GINGERY ASSOCIATES, INC.**



CONSULTING ENGINEERS

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A.L. ROBINSON  
THOMAS J. STONE  
DOUGLAS C. STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 2

PHASE VI - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 10 AND LOT 11, BLOCK 3, A PART OF TRACT A, AND A PART OF TRACT E, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 3, FOUR MILE VILLAGE; THENCE ALONG SAID SOUTH LINE OF BLOCK 3, FOUR MILE VILLAGE, THE FOLLOWING FOUR (4) COURSES:

- (1) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, A DISTANCE OF 200.00 FEET;
- (2) NORTH 64°08'10" EAST, A DISTANCE OF 46.27 FEET;
- (3) NORTH 89°44'46" EAST, A DISTANCE OF 157.37 FEET TO THE SOUTHEAST CORNER OF LOT 9, SAID BLOCK 3, BEING THE TRUE POINT OF BEGINNING;
- (4) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, A DISTANCE OF 75.25 FEET, TO THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE DEPARTING SAID SOUTH LINE OF BLOCK 3, CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, ALONG THE SOUTH LINE OF TRACT E, A DISTANCE OF 4.42 FEET; THENCE SOUTH 64°22'51" EAST, ALONG SAID SOUTH LINE OF TRACT E, A DISTANCE OF 14.35 FEET; THENCE DEPARTING SAID SOUTH LINE, TRACT E, NORTH 0°02'47" WEST, A DISTANCE OF 77.17 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°12'27", A DISTANCE OF 39.36 FEET TO A POINT OF

EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
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W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VII - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 8 AND LOT 9, BLOCK 3, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 3, FOUR MILE VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, THE FOLLOWING FOUR (4) COURSES:

- (1) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, A DISTANCE OF 200.00 FEET;
- (2) NORTH 64°08'10" EAST, A DISTANCE OF 46.27 FEET;
- (3) NORTH 89°44'46" EAST, A DISTANCE OF 82.12 FEET TO THE SOUTHEAST CORNER OF TRACT F, BEING THE TRUE POINT OF BEGINNING;
- (4) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, A DISTANCE OF 75.25 FEET TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 3;

THENCE DEPARTING SAID SOUTH LINE NORTH 0°15'14" WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 96.00 FEET TO THE SOUTH LINE OF TRACT A; THENCE SOUTH 89°44'46" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 75.25 FEET TO THE NORTHEAST CORNER OF TRACT F; THENCE SOUTH 0°15'14" EAST, ALONG THE EAST LINE OF TRACT F, A DISTANCE OF 96.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 7,224 SQUARE FEET OR 0.166 ACRES.

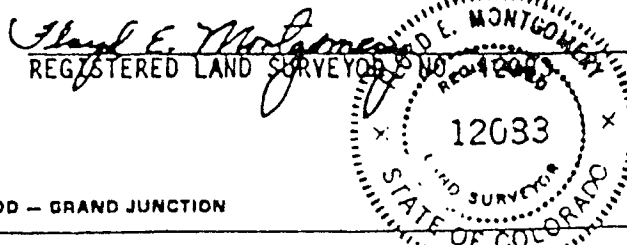


EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
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**GINGERY ASSOCIATES, I<sup>PC</sup>.**

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W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VIII - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 5, LOT 6, AND LOT 7, BLOCK 3, AND A PART OF TRACT G, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF FOUR MILE VILLAGE; THENCE CONTINUING ALONG LAST SAID COURSE, NORTH 89°44'46" EAST, ALONG THE SOUTH LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 195.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE, NORTH 89°44'46" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 4.16 FEET; THENCE NORTH 64°08'10" EAST, A DISTANCE OF 46.27 FEET TO THE SOUTH LINE OF LOT 6, BLOCK 3; THENCE NORTH 89°44'46" EAST, ALONG THE SOUTH LINE OF BLOCK 3, A DISTANCE OF 67.11 FEET TO THE SOUTHWEST CORNER OF TRACT F, FOUR MILE VILLAGE; THENCE NORTH 0°15'14" WEST, ALONG THE WEST LINE OF SAID TRACT F, A DISTANCE OF 96.00 FEET TO THE SOUTH LINE OF TRACT A; THENCE ALONG THE SOUTH LINE OF TRACT A, THE FOLLOWING TWO (2) COURSES:

- (1) SOUTH 89°44'46" WEST, A DISTANCE OF 106.81 FEET TO A POINT OF CURVE;
- (2) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.71 FEET AND A CENTRAL ANGLE OF 4°30'38", A DISTANCE OF 6.20 FEET TO THE NORTHEAST CORNER OF TRACT G;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 0°15'14" EAST, ALONG THE EAST LINE OF TRACT G AND THE EXTENSION OF SAID EAST LINE, A DISTANCE OF 115.76 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 11,348 SQUARE FEET, OR 0.261 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR

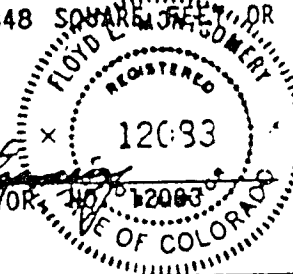


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JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 2

PHASE IX - TOWNHOUSE ASSOCIATION

A PARCEL OF LAND BEING ALL OF LOT 1, LOT 2, LOT 3, AND LOT 4, BLOCK 3, AND TRACT H, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF FOUR MILE VILLAGE BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 3, FOUR MILE VILLAGE, A DISTANCE OF 180.84 FEET TO THE SOUTHWEST CORNER OF TRACT G; THENCE DEPARTING SAID SOUTH LINE OF FOUR MILE VILLAGE, NORTH 0°15'14" WEST, ALONG THE WEST LINE OF SAID TRACT G, A DISTANCE OF 113.10 FEET TO THE SOUTH LINE OF TRACT A; THENCE ALONG THE SOUTH LINE OF SAID TRACT A, THE FOLLOWING FOUR (4) COURSES:

- (1) SOUTH 74°44'46" WEST, A DISTANCE OF 34.15 FEET TO A POINT OF CURVE;
- (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 32.73 FEET TO A POINT OF TANGENT;
- (3) SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 96.17 FEET TO A POINT OF CURVE;
- (4) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 87°05'42", A DISTANCE OF 22.80 FEET TO A POINT OF TANGENT;



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THENCE DEPARTING SAID SOUTH LINE OF TRACT A, SOUTH 2°39'04" WEST, ALONG  
SAID TANGENT, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET, A  
DISTANCE OF 85.87 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 18,120  
SQUARE FEET OR 0.416 ACRES.

