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DECLARATION  
of  
Covenants, Conditions, Restrictions and Easements  
for  
SUMMIT VIEW



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DECLARATION

of

Covenants, Conditions, Restrictions and Easements

for

SUMMIT VIEW

This Declaration is made this 29<sup>th</sup> day of September, 1999, by Capital Pacific Holdings, LLC, a Delaware limited liability company ("Declarant").

ARTICLE I  
GENERAL

Section 1.1 Property Affected. Declarant owns certain real property in the Town of Fredrick, Weld County, Colorado described on the attached Exhibit A and shown on the plats attached hereto as Exhibit B, which are made a part of this Declaration. The real property described on Exhibit A and shown on Exhibit B is referred to in this Declaration as the "Community Area."

Section 1.2 Purposes of Declaration. This Declaration is executed and recorded (a) in furtherance of a common and general plan for those parcels of land which are part of the Community Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property within the Community Area; (c) to provide for the Association to hold, maintain and manage certain common properties and amenities in the Community Area and to perform certain functions for the benefit of owners of land within the Community Area; (d) to define the duties, powers and rights of the Association; and (e) to define certain duties, powers and rights of Owners. This Declaration is intended to be exempt from the Colorado Common Interest Ownership Act as, pursuant to Section 38-33.3-103(8), Colorado Revised Statutes, the Community Area is not a common interest community.

Section 1.3 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the Community Area, and each part thereof (except as provided in Article 12 with respect to portions of the Community Area used for multifamily purposes), shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Community Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in



accordance with Section 14.1 hereof, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the property within the Community Area and each part or parcel thereof; (b) Declarant and its successors and assigns; and (c) all other persons and entities having or acquiring any right, title or interest in any property which is part of the Community Area or any part or parcel thereof or any Improvement thereon, and their encumbrancers, claimants, heirs, personal representatives, successors and assigns.

ARTICLE 2  
DEFINITIONS

Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever used in this Declaration, shall have the meanings specified in this Article 2.

Section 2.1 Agencies. "Agencies" shall mean and collectively refer to the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration of the Department of Housing and Urban Development ("FHA"), the Veterans Administration ("VA"), the Colorado Housing Finance Authority ("CHFA") or any other public, quasi-public or private agency or entity which performs (or may in the future perform) functions similar to those currently performed by the entities specifically listed herein:

Section 2.2 Architectural Committee. "Architectural Committee" shall mean the approving authority described in Section 6.1 of this Declaration.

Section 2.3 Association. "Association" shall mean The Summit View Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

Section 2.4 Association Documents. "Association Documents" shall mean the various operative documents of the Association, whether recorded or adopted at this time or as the same have been or may be amended, modified, supplemented, or otherwise changed from time to time, all of which are incorporated herein by this reference, and shall include the following:

- (a) the Articles of Incorporation of the Association;
- (b) the Bylaws of the Association;
- (c) this Declaration, including the Plat and all amendments to this Declaration; and
- (d) any Supplemental Plat.

Section 2.5 Community Area. "Community Area" shall mean the real property described on Exhibit A and shown on Exhibit B, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property.



Section 2.6 Declarant. "Declarant" shall mean Capital Pacific Holdings, LLC, a Delaware limited liability company ("Capital Pacific"), its successors and assigns. A Person shall be deemed a "successor and assign" of Capital Pacific as Declarant only if specifically designated in duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. Notwithstanding the foregoing, a successor to Capital Pacific by consolidation or merger or a partnership resulting from the dissolution and reformation of Capital Pacific due to the withdrawal of a partner and the admission of a new partner or the assignment of a partner's interest to another shall automatically be deemed a successor or assign of Capital Pacific as Declarant under this Declaration.

Section 2.7 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Summit View, in its entirety, including all attached exhibits and all subsequent amendments.

Section 2.8 Dwelling Unit. "Dwelling Unit" shall mean an Improvement on a Lot or Multifamily Lot which is intended or used for residential occupancy, including, without limitation, any condominium unit, apartment unit, or individual single family attached or detached home.

Section 2.9 First Mortgage. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Weld, Colorado, pertaining to a Lot and having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

Section 2.10 First Mortgagee. "First Mortgagee" shall mean and refer to any Person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such Person under such First Mortgage.

Section 2.11 Improvements. "Improvements" shall mean all structures and any appurtenances thereto or components thereof of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, bicycle and/or pedestrian trails, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures. "Improvements" shall also mean an excavation or fill the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

Section 2.12 Landscape. "Landscape" shall mean the treatment of ground surface with live plant materials, wood chips, crushed stone, decorative rocks, mulch materials or other decorative surfacing materials approved by the Architectural Committee. For purposes of this definition, the



word "Landscape" shall include all other forms of the word Landscape, such as "Landscaped" and "Landscaping."

Section 2.13. Lot. "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on Exhibit B or shown as a separate parcel on the Plat or any Supplemental Plat, and which is not owned by the Association.

Section 2.14 Member. "Member" shall mean a member of the Association, who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot or of a Dwelling Unit, in this case of a condominium.

Section 2.15 Multifamily Lot. "Multifamily Lot" shall have the meaning as set forth in Section 12.2 below.

Section 2.16 Owner. "Owner" shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Dwelling Unit, including sellers under executory contracts of sale and excluding buyers thereunder.

Section 2.17 Person. "Person" shall mean a natural person, a corporation, a partnership or any other public or private entity recognized as being capable of owning real property under Colorado law.

Section 2.18 Plat. "Plat" shall mean the Subdivision Plat and/or Final Development Plan of the Community Area, copy of which is attached hereto as Exhibit B.

Section 2.19 Related User. "Related User" shall mean: (a) any Person who resides with an Owner within the Community Area; (b) a guest or invitee of an Owner; (c) an occupant, tenant or contract purchaser of any Dwelling Unit on a Lot; and (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of any of the foregoing Persons.

Section 2.20 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which may be recorded on any portion of the Community Area in connection with a Supplemental Plat and in accordance with this Declaration.

Section 2.21 Supplemental Plat. "Supplemental Plat" shall mean a plat, plan and/or map which creates new Lots or Dwelling Units.

ARTICLE 3  
COVENANTS TO PRESERVE THE RESIDENTIAL  
CHARACTER OF THE COMMUNITY AREA

Section 3.1 Property Uses. All Lots and Multifamily Lots in the Community Area shall be used exclusively for residential purposes. An owner may rent his Dwelling Unit to an individual



or a single family provided that the Dwelling Unit is rented pursuant to a lease or rental agreement which is (a) in writing, (b) for a term of at least 30 days, and (c) subject to all of the provisions of this Declaration. No Dwelling Unit erected or maintained within the Community Area shall be occupied for any purpose other than for a single-family dwelling. No business or profession shall be operated on or within any Lot or Dwelling Unit, provided that this section shall not prohibit Owners from using portions of their Dwelling Units as home offices in accordance with applicable zoning and other laws and requirements.

Section 3.2 Improvements. No Improvement shall be erected within the Community Area except single-family Dwelling Units and other Improvements which have been approved by the Architectural Committee. No Improvement other than a Dwelling Unit with an attached garage for a minimum of two cars, and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other Improvement may be placed on any Lot before completion of the Dwelling Unit upon such Lot except with the permission of the Architectural Committee.

Section 3.3 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.4 Completion of Work. A Dwelling Unit shall not be occupied in the course of original construction until substantially completed. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed.

Section 3.5 Construction Completion. The exterior of all Dwelling Units or other Improvements must be completed within one year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. For purposes of this Section 3.5, "commencement of construction" for a Dwelling Unit is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within one year after commencement, or if construction shall cease for a period of sixty days without permission of the Architectural Committee, the Architectural Committee will give the Owner thereof written notice of such fact, and if construction on such Improvement is not diligently commenced within thirty days after such notice, the unfinished Improvement or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 3.6 Construction or Sales Offices. Temporary buildings, or temporary offices within the garage of any Dwelling Unit, for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or by any Owner with written approval of the Architectural Committee. Model homes may be used and exhibited only by Declarant or by any Owner with written approval of the Architectural Committee. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

Section 3.7 Control During Construction. During the period of construction of a Dwelling Unit or other Improvements on a Lot, the Owner of the Lot or his contractor shall control dirt and

dust, keep surrounding streets reasonably clean and keep construction debris confined in a trash receptacle. Trash shall be removed from the Lot at least once a week during the construction period. All construction debris which is blown by the wind shall be collected and placed in the trash receptacle. Construction debris may not be dumped or left on any Lot. Contractors, subcontractors and construction personnel shall not enter upon any other Lot, without the permission of the owner of such property.

Section 3.8 Underground Utilities. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

#### ARTICLE 4 DENSITY, SETBACK AND QUALITY STANDARDS

Section 4.1 Limitation on Dwellings and Subdivisions. No more than one Dwelling Unit shall be erected or maintained within any Lot. No Lot shall be replatted or otherwise subdivided except with the prior approval of the Architectural Committee. The foregoing sentence shall not apply to or restrict Declarant's rights under Sections 10.2 and 10.3, or to restrict the development of Multifamily Lots under Article 12.

Section 4.2 Compliance with Law. All Lots and Dwelling Units must comply with the setback, dwelling area, and height requirements and limitations of the Plat, the applicable building code, zoning code and subdivision regulations of the Town of Fredrick.

Section 4.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to maintain insurance on his Lot, Dwelling Unit and the personal property within his Dwelling Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to person or property occurring inside his Lot.

Section 4.4 Exterior Materials and Colors. Unless otherwise approved by the Architectural Committee, exterior walls of Dwelling Units shall be constructed of or covered by materials in a color and composition consistent with those neighboring Dwelling Units, including wood, stone, stucco, brick or manufactured siding as approved by the Architectural Committee. The Architectural Committee shall not approve exterior materials or colors for Dwelling Units and other Improvements if such materials and colors are not compatible with materials and colors used on neighboring Dwelling Units.

Section 4.5 Roofs. All roof areas shall be of wood shakes, wood shingles, composition shingles, asphalt shingles, slate, tile or other material approved by the Architectural Committee and of a color approved by the Architectural Committee.

Section 4.6 Antennae and Roof Projections. To the extent permitted by applicable law, no aerial, antenna or microwave system for reception or transmission of radio, television or other electronic signals, or other roof projection, including but not limited to lightning rods and weather



vanes, shall be maintained on the roof or any other exterior location of a Dwelling Unit, other Improvement or Lot, except with the prior approval of the Architectural Committee.

Section 4.7 Rebuilding or Restoration. Any Dwelling Unit or other Improvement which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six months from the time the damage occurred.

Section 4.8 Fences.

- (i) All fencing must meet the Town of Fredrick's specifications, and, if required by such Town, a building permit must be obtained before construction can commence. No fences shall be permitted without the prior, written approval of the Architectural Committee and all fences must be constructed in compliance with Exhibit C attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, those fences which may be constructed, installed, or located by the Declarant in its development of, or construction of Improvements in, the Community Area shall be permitted without the approval of the Architectural Committee. None of the fences which are installed by Declarant and which are to be maintained by the Association shall be modified in any way without the prior approval of the Architectural Committee. If all other requirements have been met, including approval from the Town of Fredrick, the Architectural Committee may grant approval for a fence to be built in an easement; provided, however, fences constructed in an easement are subject to the rights of the easement holder.

Fences installed by the Declarant on the property lines of Lots or Multi-family Lots shall be maintained by the Owner(s) of such lots on which such fences are located. Declarant-installed fencing shall not be replaced by any other type of fencing. Exhibit C illustrates allowable fence types, along with the location of Declarant-installed fences.

- (ii) Owner's of Lots abutting alleys shall install three-rail wood fencing on the rear property line of such Lots in compliance with Exhibit C after first obtaining approval of the Architectural Committee. Welded wire mesh may be mounted inside the three-rail fence to contain pets.
- (iii) Owners of Lots may install solid wood five (5) foot high perimeter fencing as depicted on Exhibit C in side yards of each Lot only if it is installed within the building envelope of such Lot, and with the prior written approval of the Architectural Committee. Solid wood fencing shall not be permitted closer than eighteen (18) feet from the adjacent road to the front Lot line. Wood fencing must be stained with KWAL "Distant Hills" #8323 (or similar color

if this specific color and brand is not available) to match existing fences in Summit View.

Section 4.9 Dog Runs. Fenced dog runs may be erected on Lots with the prior approval of the Architectural Committee, in locations and in accordance with plans approved by the Architectural Committee.

Section 4.10 Window Treatments. Each Owner of a Dwelling Unit or residents of a Dwelling Unit within one hundred (100) days from the date of close of escrow for said Dwelling Unit shall install window treatments on windows within the Dwelling Unit. In the event an Owner of a Dwelling Unit or the residents of a Dwelling Unit does not comply with this Section 4.10, the Board may levy a fine which may be enforced as a Site Assessment in accordance with this Declaration. Each Owner of a Dwelling Unit or residents of a Dwelling Unit are hereby prohibited from installing any window treatment which includes the use of foil.

ARTICLE 5  
LIVING-ENVIRONMENT STANDARDS

Section 5.1 Building and Grounds Conditions. Each Owner shall maintain the exterior of his or her Dwelling Unit and all other Improvements in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. If the Owner fails to properly perform such maintenance, Declarant or the Architectural Committee may, after giving thirty days' written notice, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Community Area. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the repair and maintenance. In the event an Owner of a Dwelling Unit or a resident of a Dwelling Unit does not reimburse Declarant or the Architectural Committee for costs within ten (10) days of demand notice, the Declarant or the Board may levy a fine which may be enforced as a Site Assessment in accordance with this Declaration.

Section 5.2 Maintenance Equipment. All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

Section 5.3 Refuse. No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during refuse collections. After a period of two weeks of continued violation of this Section 5.3, the Association or Declarant shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owner. Such an entry shall not be deemed a trespass and the Owner shall be liable for all costs incurred relative thereto. In the event an Owner of a Dwelling Unit or a resident of a Dwelling Unit does not reimburse Declarant or the Architectural Committee for costs within ten (10) days of

demand notice, the Declarant or the Board may levy a fine which may be enforced as a Site Assessment in accordance with this Declaration

Section 5.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling Unit nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any Dwelling Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Dwelling Unit.

Section 5.5 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any Improvement or within any Lot.

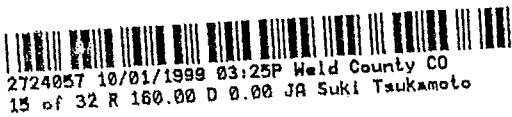
Section 5.6 Landscaping. Each Owner of a Lot or resident of a Lot within six (6) months, weather permitting, from the date of the purchase of said Lot shall install rear and side yard Landscaping. In the event an Owner of a Lot or the resident of a Lot does not comply with this Section 5.6, the Board, after notice and an opportunity to be heard in accordance with the Bylaws, may install the rear yard Landscaping and request payment of the cost thereof from the Owner of a Lot. In the event the Owner of a Lot does not pay the cost of the Landscaping within thirty (30) days from the date of the notice from the Board, the Board may enforce payment of the cost of the Landscaping as a Site Assessment as provided in accordance with this Declaration.

Section 5.7 Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the reasonable opinion of the Association or Declarant are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the reasonable opinion of the Association or Declarant causes undue danger of fire.

Section 5.8 Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot.

Section 5.9 Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Architectural Committee. Unauthorized changes in grading may constitute a violation of applicable building and zoning codes. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Violation of this section will release Declarant from any warranties or representations, express or implied, regarding the grade, slope, pitch or drainage of the Lot and foundation of the Improvements.

Section 5.10 Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of three domesticated dogs



or cats shall be maintained in or on any Lot within the Community Area and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Association makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Community Area for any commercial purposes. No dogs or other pets shall be chained or enclosed on a Lot outside of the Dwelling Unit, except the Architectural Committee, in its sole discretion, may approve dog runs or enclosures, as provided in Section 4.9.

Section 5.11 Parking of Vehicles.

(a) Motor vehicles owned, leased, rented or used by Owners or Related Users may only be parked in any portion of the community area designated and intended for the parking of motor vehicles and in garages and driveways. No motor vehicle may be parked on any lawn portion of any Owner's Lot.

(b) No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, any towed trailer unit or truck shall be parked overnight on any street, or within any Lot except in a completely enclosed building such as a garage, or unless screened in a manner approved by the Architectural Committee. Pickup trucks having a 3/4 ton or less manufacturer's rated capacity, with or without bed toppers, and passenger vans for the private use of the residents of a Dwelling Unit shall not be considered trucks for purposes of the foregoing restrictions.

Section 5.12 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Architectural Committee. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by the Association.

Section 5.13 Vehicle Repairs. No maintenance, ~~scrubbing~~, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from adjoining streets and from neighboring property.

Section 5.14 Signs. The only signs permitted on any Lot or Dwelling Unit shall be:

- (a) one sign of customary size for offering of the signed property for sale or for rent;
- (b) one sign of customary size for identification of the occupant and address of any Dwelling Unit;
- (c) multiple signs, flags, lights, streamers or banners for sale and administration purposes installed by, or with the permission of, Declarant during development;

(d) signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and

(e) such signs as may be required by law.

Except as permitted above, there shall not be used or displayed on any Lot or Dwelling Unit, any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed.

## ARTICLE 6 ARCHITECTURAL CONTROL

Section 6.1 Architectural Committee. Declarant shall act as the Architectural Committee until it has sold all of the Lots and Multifamily Lots, if applicable, in the Community Area, or until such earlier time as Declarant elects to assign the right to act as the Architectural Committee to the Board. After such assignment by Declarant, the Board shall appoint three or more Members of the Association to act as the Architectural Committee, or the Board itself may serve as the Architectural Committee. The Architectural Committee shall exercise the functions assigned to it by this Declaration, including reviewing and approving all plans for Improvements as provided in this Declaration.

Section 6.2 Approval Required. No Improvement shall be placed, erected, installed or permitted to occur or exist on any Lot or Multifamily Lot, nor shall the exterior of any existing Improvements be altered, nor shall any construction be commenced on any Improvements, unless and until the plans and specifications for such Improvements shall have been submitted to and approved in writing by the Architectural Committee. Matters which require the approval of the Architectural Committee include but are not limited to:

- (a) the construction, installation, erection or expansion of any Dwelling Unit or any building, structure, or other Improvements (as defined in Section 2.1.1);
- (b) the installation of Landscaping;
- (c) the demolition or destruction, by voluntary action, of any building, structure or other Improvements;
- (d) the grading, excavation, filling or similar disturbance to the surface of the land; and
- (e) any change or alteration of any previously approved Improvements, including any change of exterior appearance, finish material, color or texture.

Section 6.3 Plans Submissions. All plans, samples and other materials to be submitted to the Architectural Committee shall be submitted in duplicate. The minimum scale of these plans



shall be one-twentieth inch equals one foot. The plot plan in this minimum scale shall show the location of all buildings, drives, walks, fences and any other Improvements. Proposed new contours throughout the Lot or Multifamily Lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

Section 6.4 Approval Process. All action required or permitted to be taken by the Architectural Committee shall be in writing and any such written statement shall establish the action of the Architectural Committee and shall protect any person relying on the statement. If the Architectural Committee does not execute and acknowledge such a statement within thirty days after delivery of all the required materials to the members of the Architectural Committee, the materials so delivered shall be deemed approved for the purpose of this Declaration. The Architectural Committee may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, not including reimbursement or compensation to the members of the Architectural Committee for their services. The Architectural Committee shall be entitled to retain one copy of all approved plans as part of its files and records. Approvals of all plans and specifications for an Improvement will automatically expire within one year after approval if construction is not commenced within one year after approval, and if approval so expires, the applicant must resubmit a request for approval of the Improvement.

Section 6.5 Approval Standards. In granting or withholding approval of matters submitted to it, the Architectural Committee shall consider, among other things: the adequacy of the materials for their intended use; the compatibility and harmonization of the external appearance of the Improvement in question with the surroundings; the proper relation of the Improvement to the size, shape and terrain of the Lot, the environment and the surrounding uses; the extent of disturbance of slopes and natural vegetation; and the degree, if any, to which the proposed Improvement will cause intrusions of sound, light or other effects on neighboring sites beyond those to be expected in a quality area from considerate neighbors. The Architectural Committee shall have the right to establish reasonable and consistent design standards and guidelines applicable to Improvements, provided they are not in conflict with any express provisions of this Declaration. The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines the proposed Improvement is not consistent with the above standards; if the plans and specifications submitted are incomplete; or if the Architectural Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Community Area, the Association or the Owners. If the Architectural Committee believes there may be questions of structural integrity, it may, as part of the approval requirements, require certification of the final plans and specifications by a professional architect or engineer licensed in Colorado. The decisions of the Architectural Committee shall be final and binding unless they are clearly arbitrary and there is no evidence to support the Architectural Committee's decision.

Section 6.6 No Liability. Neither Declarant, the Board nor the Architectural Committee or any member thereof shall be liable in damages or otherwise to anyone submitting plans to them for approval or requesting a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve any plans, specifications or variance. Approval by the Architectural Committee shall not mean that

plans and specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Committee to comply with all codes, ordinances and regulations.

ARTICLE 7  
ASSOCIATION OPERATION

Section 7.1 Association Structure. The Association has been formed as a Colorado corporation under the Colorado Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Association Documents. As more specifically set forth hereinafter, the Association shall have a Board of Directors to manage its affairs. The Board of Directors shall be elected by its Members; provided, however, that the Declarant shall have the sole right to appoint a majority of the members of the Board of Directors for the period of time provided in Section 7.5.

Section 7.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, terms and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association.

Section 7.3 Membership in Community Association. Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot or Dwelling Unit, in the case of a condominium and the membership shall automatically pass with fee simple title to the Lot or to the Dwelling Unit, in the case of a condominium. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot or Dwelling Unit, in the case of a condominium. All rights, title and privileges of membership shall be subject to the Association Documents.

Section 7.4 Voting Rights of Members. Members shall have the right to cast votes for the election of Board of Directors and on such other matters to be voted on by the Members, as provided in the Association Documents. One vote is allocated to each Lot or Dwelling Unit, in the case of a condominium and Members shall have one vote for each Lot or Dwelling Unit, in the case of a condominium owned. Owners of Dwelling Units in the case of an apartment building shall have one vote for each Dwelling Unit. If more than one Person is the Owner of a Lot or Dwelling Unit, the vote allocated may be divided fractionally among the Owners in any manner they agree upon, or equally among them if they are unable to agree; provided, however, that not more than one vote may be cast for any one Lot or Dwelling Unit. Voting rights and procedures may be further defined in the Articles and Bylaws of the Association. Notwithstanding the foregoing, Declarant shall have the reserved rights set forth in Section 7.5.

Section 7.5 Declarant's Reserved Right to Appoint. Notwithstanding any contrary provision, the Declarant hereby reserves the right to appoint the members of the Board of Directors, at all times subsequent to the date of recordation of this Declaration, which right shall terminate upon the occurrence of the first of the following events:

- (a) December 31, 2028;
- (b) by written notice from the Declarant to the President or Secretary of the Association of the Declarant's intent to terminate its right to appoint of the members of the Board of Directors;
- (c) two years after the last conveyance of a Lot and Dwelling Unit by Declarant in the ordinary course of business; or
- (d) two years after Declarant's rights to add Lots and Dwelling Units to the Community Area pursuant to Section 10.2 was last exercised.

ARTICLE 8  
DUTIES AND POWERS OF ASSOCIATION

Section 8.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or representatives to whom the Board has delegated such powers, shall have the duties and powers given non-profit corporations, including without limitation those hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to improve and enhance Association Properties, and to improve and enhance the attractiveness, desirability and safety of the Community Area. Except as expressly otherwise provided in the Association Documents or by Colorado law, the Association shall act through the Board of Directors, without the vote or meeting of the Members, and the Board may exercise all rights, powers and interests of the Association, as described in this Article or elsewhere in the Association Documents.

Section 8.2 Power to Enforce Association Documents. The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Board deems necessary or desirable to cause compliance by each Member, other Person, and Related Users of each Member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Association Documents by any one or more of the following means: (a) by entry upon any property within the Community Area after any notice and hearing required by the Bylaws (unless a bona fide emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Association Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Association Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Association Documents; (d) by exclusion, after any notice and hearing required by the Bylaws, of any Member, Related User or other Person from use of any Association Properties for a period not to exceed sixty days as a penalty for any breach of the Association Documents by a Member, Related User or other Person; (e) by suspension, after notice and hearing required by the Bylaws, of the voting rights of a Member during and for up to sixty days following any breach by such Member or a Related User of such Member of the Association documents, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such

breach continues; (f) by levying and collecting, after notice and hearing required by the Bylaws, unless the violation consists of failure to pay any Assessment, in which case notice and hearing shall not be required, a Site Assessment against any Member for breach by the Member or a Related User of such Member of the Association Documents; (g) by performing any duty of any Member, Related User or other Person or correcting any violation or breach of the Association Documents and obtaining, upon demand, reimbursement for all expenses related thereto as a Site Assessment; and (h) by exercising any right or remedy permitted by law or in equity.

Section 8.3 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management of any functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to the manager. Any contract or agreement with a manager shall be terminable by the Association for cause on no more than thirty days' prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety days' prior written notice. No such contract or agreement shall be for a term of more than one year. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, power and functions.

Section 8.4 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act, subject to any limitations, restrictions, or requirements expressly set forth in the Association Documents.

ARTICLE 9  
[Intentionally Deleted]

ARTICLE 10  
DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 10.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Community Area until December 31, 2028 or until such earlier date when Declarant ceases to own any real property within the Community Area. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Community Area is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

Section 10.2 Declarant's Development Rights. For the period stated in Section 10.1, Declarant shall have the following development rights:

- (a) Declarant may add real property to the Community Area;
- (b) Declarant may create additional Lots within the Community Area;
- (c) Declarant may subdivide any Lot or Multifamily Lots into two or more Lots or Dwelling Units; and
- (d) Declarant may withdraw any portion of the real estate contained within the Community Area, as described on Exhibit A and as shown on the Plat, or additional portions of the Community Area added pursuant to Section 10.2(a) which may be described in an amendment to this Declaration and shown on a Supplemental Plat, from the Community Area and release such withdrawn property from the provisions of this Declaration.

Declarant's right to add real property to the Community Area and all of the development rights set forth above may be exercised by Declarant with respect to all or any portion of the Community Area owned by Declarant from time to time. No assurances are made by Declarant concerning which portions of the Community Area may be affected by Declarant's exercise of its development rights or the order in which portions of the Community Area may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them. If Declarant does exercise a development right in any portion of the Community Area, Declarant is not obligated to exercise that development right in all or any other portion of the remainder of real estate affected by the exercise of the development right or in all or any other portion of the remainder of the Community Area.

Section 10.3 Additional Lots. From time to time and at any time during the period stated in Section 10.1, Declarant may subdivide any of the Lots or other parcels shown on the Plat or on any Supplemental Plat into one or more additional Lots or Multifamily Lots. Voting rights shall be allocated to each new Lot created by Declarant in accordance with Section 7.4 (i.e., one vote is allocated to each Lot).

Section 10.4 Special Declarant Rights. For the period stated in Section 10.1, and as more particularly set forth in this Article 10 or elsewhere in this Declaration, Declarant shall have the following special declarant rights:

- (a) to complete any Improvements shown on the Plat or any Supplemental Plat;
- (b) to exercise any development rights set forth in Section 10.2;
- (c) to maintain anywhere within the Community Area, sales offices, management offices, signs advertising the Community Area and model homes; and

(d) to appoint or remove any officer of the Association or any member of the Board of Directors, subject to the provisions of Section 7.5 of this Declaration.

Section 10.5 Intentionally Deleted.

Section 10.6 Intentionally Deleted.

Section 10.7 Declarant's Rights to Complete Development of Community Area. No provision of this Declaration shall be construed to present or limit Declarant's rights to complete the development of property within the boundaries of the Community Area or nearby areas and to subdivide, resubdivide, or rezone any portion of such property; to grant licenses, easements, reservations and rights-of-way; to construct or alter Improvements on any property owned by Declarant within the Community Area; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant within the Community Area; or to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Community Area. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant; to make changes or modifications to Article 6 of this Declaration by means of an amendment to this Declaration; to change any landscaping, grading, drainage, vegetation, or view; or to construct, alter, demolish or replace any Improvements on any property owned by Declarant, or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Community Area, nor shall anything herein be deemed to require Declarant to seek or obtain the approval of the Architectural Committee for any such activity or Improvement to Property by Declarant on any property owned by Declarant.

Section 10.8 Declarant's Approval. Until Declarant no longer has the right to appoint a majority of the Board, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of Association Properties; mortgage the Association Properties; use Association Properties other than for the benefit of Members; levy any Special Assessment; change or repeal any rules of the Architectural Committee; make any substantial reduction or change in Association services; or make any amendment of Association Documents.

ARTICLE 11  
[INTENTIONALLY DELETED]

ARTICLE 12  
MULTIFAMILY PROPERTIES

Section 12.1 Additional Properties. As provided in Section 10.2 of this Declaration, Declarant has the right, from time to time, to add real property to the Community Area. Some of the real property subsequently added to the Community Area may be used for purposes other than single-



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family detached homes. The provisions of this Article 12 shall apply with respect to any such property.

Section 12.2 Special Definitions. The following definitions shall apply with respect to any real property added to the Community Area that is used for any purpose other than single-family residential use:

"Multifamily Lot" shall mean a Lot that is designated as (or as part of) a multifamily parcel on the Final Development Plan or which has been zoned by the Town of Fredrick to permit multifamily uses, whether condominiums or apartments. A Lot on which a townhome, or other attached single-family Dwelling Unit that is not a condominium, is constructed shall not be considered a Multifamily Lot but for purposes of this Declaration shall be considered and treated the same as any other single-family residential Lot.

Section 12.3 Supplemental Covenants. Declarant may impose other covenants, conditions, restrictions and easements upon any such Multifamily Lot added to the Community Area and amend this Declaration to restrict the application of this Declaration upon any Multifamily Lot. All other provisions of this Declaration shall be applicable to all Multifamily Lots added to the Community Area.

**ARTICLE 13  
EASEMENTS**

Section 13.1 Utilities. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Community Area to an Owner other than Declarant, a perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the ten foot strips along and adjoining each front Lot Line of each Lot, for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Community Area to the first Owner thereof, other than Declarant. The easement provided for in this section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Community Area.

Section 13.2 Easements Deemed Created. All conveyance of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 13, whether or not specific reference to such easements or to this Article appears in the instrument of such conveyance.

Section 13.3 Easements of Record. In addition to the easements created in this Article 13, the Community Area is subject to those easements and other matters currently of record in Weld County, Colorado and identified on the attached Exhibit B.

ARTICLE 14  
MISCELLANEOUS

Section 14.1 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall be effective for thirty years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten years each unless terminated by agreement of the Owners with at least two-thirds of the voting power of the Association.

Section 14.2 Amendment of Declaration by Declarant or the Association.

(e) Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.

(f) Declarant may amend the Declaration to the extent it is permitted to do so by this Declaration.

(g) The Association may amend the Declaration as permitted by this Declaration.

Section 14.3 Agency Amendments. Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, then, subject to the following sentence of this section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the conveyance of the last Lot in the Community Area owned by Declarant to the first Owner (other than Declarant), and each such amendment must contain thereon the written approval of the VA or FHA.

Section 14.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of any certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate at such time as the last Lot in the Community Area has been conveyed by Declarant to the first Owner other than Declarant.



Section 14.5 Special Rights of First Mortgagees. Any First Mortgagee, upon filing a written request therefor with the Association, shall be entitled to (a) receive written notice from the Association of any default by the Owner indebted to such First Mortgagee in the performance of the Owner's obligations under the Association Documents, which default is not cured within sixty days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) upon request, receive a copy of financial statements of the Association, including any annual financial statement, within ninety days following the end of any fiscal year of the Association; (d) receive written notice of all meetings of Members; (e) designate a representative to attend any meeting of Members; (f) receive written notice of abandonment or termination of the Association or of this Declaration; (g) receive notice of any amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (h) receive written notice of termination of any agreement for professional management of the Association.

Section 14.6 FHA/VA Approval. Until the termination of Declarant's reserved rights under Section 7.5, and provided further that the FHA or the VA is insuring or guaranteeing or has agreed to insure or guarantee loans in any portion of the Community Area with respect to initial sales of Lots by Declarant, the annexation of any additional real property to the Community Area shall require the prior review of the FHA or the VA.

Section 14.7 Evidence of Required Approvals. Whenever the validity of any amendment to or revocation of this Declaration is conditioned upon voting by a stated percentage of Members and approval by First Mortgagees or Agencies, or both, the recorded document implementing the amendment or revocation shall contain a certification by an officer of the Association that the approvals of the required percentages of Members, First Mortgagees and Agencies were obtained. The Association shall keep on file in its offices such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the officer's certificate on the recorded instrument shall be sufficient public notice of compliance.

Section 14.8 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone or telegraph. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot or Dwelling Unit of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

Section 14.9 Persons Entitled to Enforce Declaration. Each Owner shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or the other Association Documents.

Section 14.10 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated; whether or not the



relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 14.11 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 14.12 Remedies Cumulative. Each remedy provided under the Association Documents is cumulative and not exclusive.

Section 14.13 Costs and Attorneys' Fees. In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fee and expert witness fees.

Section 14.14 Limitation on Liability. The Association, the Board of Directors, the Architectural Committee, Declarant, and any member, agent or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Colorado, including without limitation, circumstances in which indemnification is otherwise discretionary under Colorado law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 14.15 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community Area, or any Improvements thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant.

Section 14.16 Liberal Interpretation. The provisions of the Association Documents shall be liberally construed as a whole to effectuate the purposes of the Association Documents. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 14.17 Governing Law. The Association Documents shall be construed and governed under the laws of the State of Colorado.

Section 14.18 Severability. Each of the provisions of the Association Documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 14.19 Number and Gender. Unless the context requires a contrary construction, as used in the Association Documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 14.20 Captions for Convenience. The titles, headings and captions used in the Association Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 14.21 Mergers or Consolidation. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Community Area together with the covenants and restrictions established upon any other property, as one plan.

Section 14.22 Conflicts in Documents. In case of any conflict between this Declaration and the Articles of Incorporation or the Bylaws of the Association, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

CAPITAL PACIFIC HOLDINGS, LLC, a Delaware  
limited liability company

By: CAPITAL PACIFIC HOLDINGS, INC., a  
Delaware corporation, Managing Member

By: CAPITAL PACIFIC COLORADO,  
INC., a Delaware corporation,  
Authorized Agent

By: *Monte S. Duff*  
Its: Regional President



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28 of 32 R 160.00 D 0.00 JA Sukl Taukamote

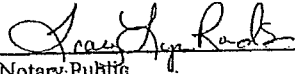
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 1999 by Capital Pacific Holdings, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires 11-16-02

(SEAL)

  
\_\_\_\_\_  
Notary Public

TRACY LYN RANDS  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 11/16/2002

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29 of 32 R 160.00 D 0.00 JA Suki Tsukamoto

EXHIBIT A

Legal Description

Lots 1-7      Block 1

Lots 1-28     Block 2

Lots 1-10     Block 3

Lots 1-3      Block 4

Lots 1-4      Block 5

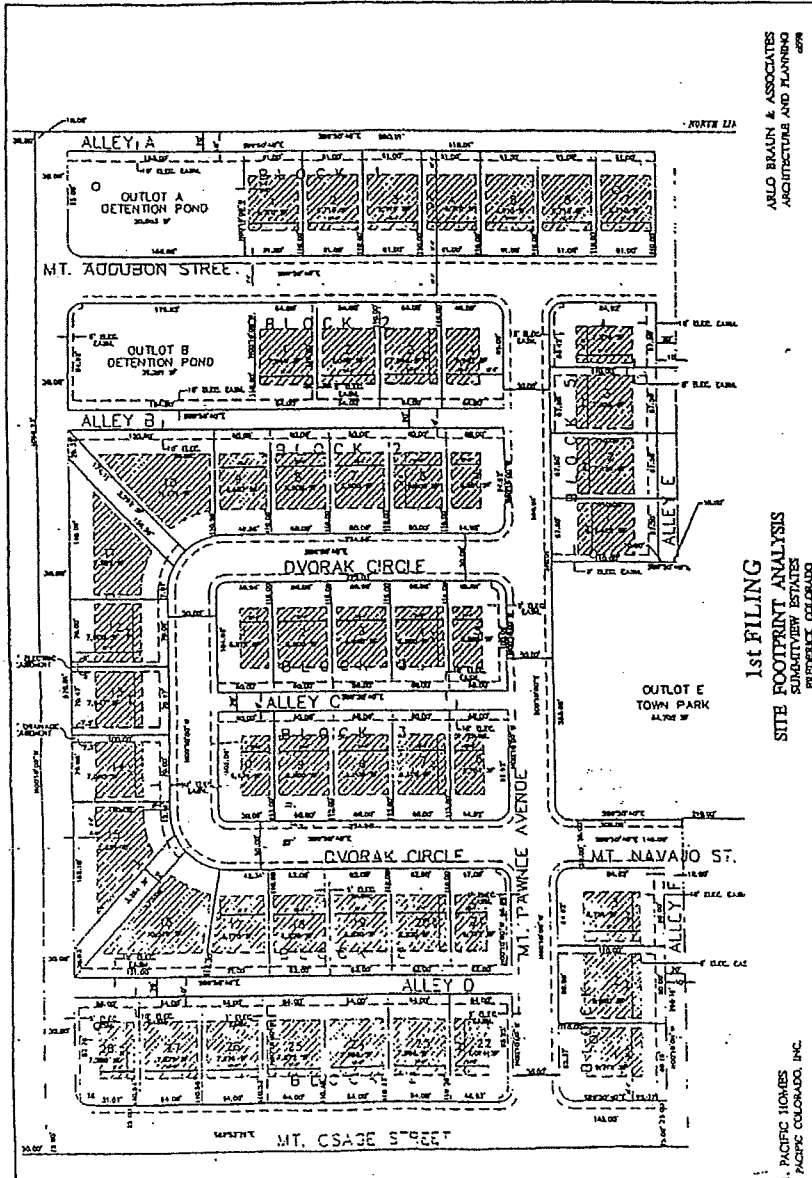
Summit View Estates First Filing  
according to the plat recorded July 9, 1998, at Reception No. 2625086  
County of Weld, State of Colorado



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EXHIBIT B

PLAT OF SUMMIT VIEW

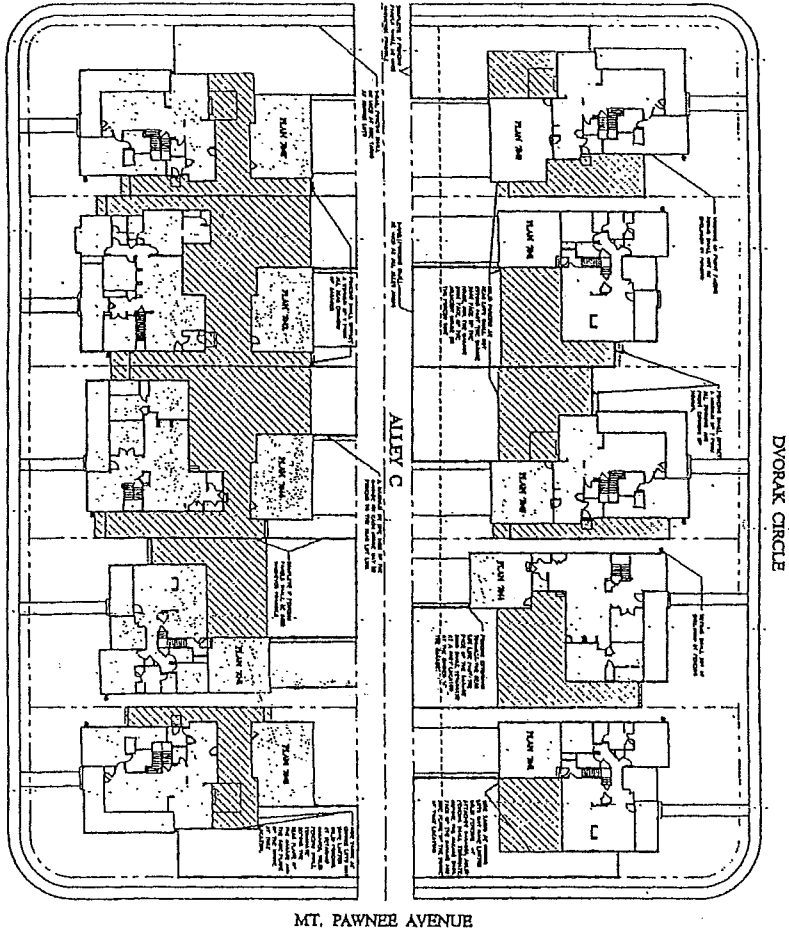


ARLO BRAUN & ASSOCIATES  
 ARCHITECTURE AND PLANNING  
 609

1st FILING  
 SITE FOOTPRINT ANALYSIS  
 SUMMITVIEW ESTATES  
 FREDERICK, COLORADO

L. PACIFIC HOMES  
 PACIFIC COLORADO, INC.

EXHIBIT C  
FENCING REQUIREMENTS



SAMPLE BLOCK LAYOUT WITH ALLEY-LOADED CONDITIONS  
SUMMIT VIEW - ILLUSTRATIVE FENCE DIAGRAM  
ALLOWABLE FENCING LOCATIONS

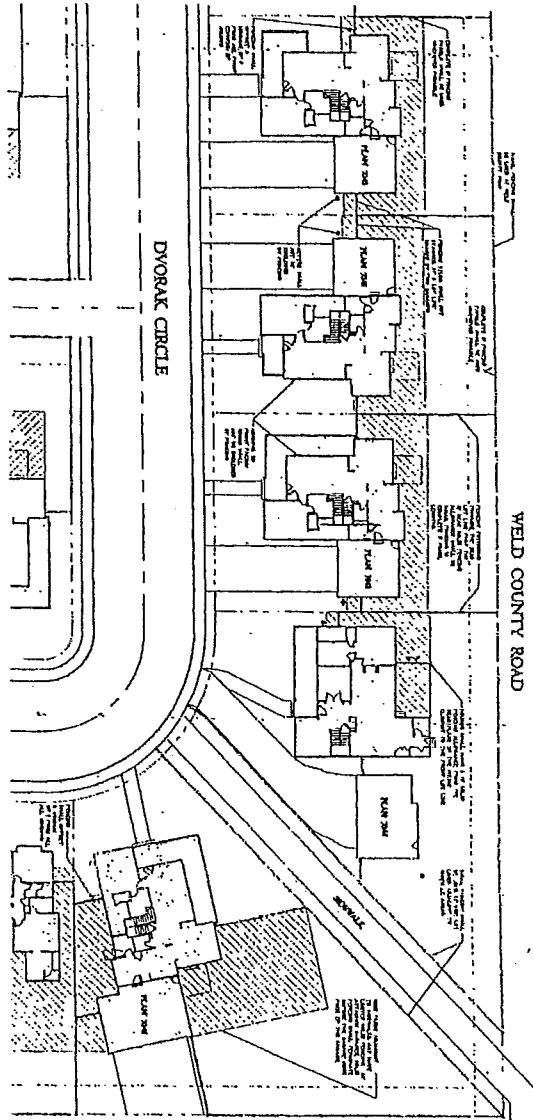
KEY	
[Hatched pattern]	SOLID FENCING - 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Dotted pattern]	SOLID FENCING - 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Diagonal lines]	PERFORATED FENCING 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Stippled pattern]	PERFORATED FENCING 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Cross-hatched pattern]	PERFORATED FENCING 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Small squares]	PERFORATED FENCING 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING
[Star symbol]	PERFORATED FENCING 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING

- FENCING REQUIREMENTS**
1. ALL PERFORATED FENCING SHALL BE A MINIMUM OF 6" TALL, 4" X 4" WOOD OR EQUIVALENT FENCING.
  2. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  3. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  4. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  5. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  6. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  7. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  8. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  9. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.
  10. ALL PERFORATED FENCING SHALL BE INSTALLED AT THE TOP OF THE CURB.

ARLO BRAUN & ASSOCIATES  
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CAPITAL PACIFIC HOMES  
WESTMINSTER, CO  
07209

2724057 10/01/1999 03:25P Weld County CO  
31 of 32 R 150.00 D 0.00 JA Suki Tsukamoto

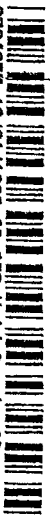


SAMPLE BLOCK LAYOUT WITH FRONT-LOADED CONDITIONS  
 STRAIGHT VIEW - ILLUSTRATIVE FENCE DIAGRAM  
 ALLOWABLE FENCING LOCATIONS

CARTAL PEXCIRC HOMES  
 WESTMINSTER CO  
 09/20/99

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KEY

- SOLID FENCING -
- OR WALL, SOLID FENCE OR
- IMPERMEABLE FENCING
- PERVIOUS FENCING
- OR TALL, SOLID
- IMPERVIOUS FENCING
- OR 7' CLEARANCE
- APPROXIMATE AREA
- FOR SOLID FENCING
- PERMITTED FENCE LOCATIONS

FENCING REQUIREMENTS

1. ALL FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
2. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
3. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
4. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
5. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
6. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
7. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
8. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
9. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.
10. FENCING SHALL BE 6' TALL AND 4" THICK UNLESS OTHERWISE SPECIFIED.