

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
  
FOR  
  
BANNING LEWIS RANCH FILING 20**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BANNING LEWIS RANCH FILING 20 (the “**Supplemental Declaration**”), dated for reference purposes as of March 1, 2018, is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (“**Declarant**”). Unless otherwise defined in this Supplemental Declaration, initially capitalized phrases, terms, and words in this Supplemental Declaration have the meanings set forth in Section 2.1 below.

**Introductory Statement**

The Master Declaration established a master planned community known as Banning Lewis Ranch located in the City of Colorado Springs in El Paso County, Colorado, and imposed certain conditions, covenants, reservations, and restrictions affecting the Annexed Property. Section 1.33 of the Master Declaration provides that Declarant may identify portions of the Annexed Property as Neighborhoods. Pursuant to the Master Declaration, Declarant has identified the BLR 20 Neighborhood Area as a Neighborhood that it intends to develop as a Neighborhood (the “**BLR 20 Neighborhood**”). By the Recording of this Supplemental Declaration, Declarant intends to subject the BLR 20 Neighborhood Area to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration.

**DECLARATION**

Declarant hereby declares that, from and after the date that Declarant Records this Supplemental Declaration, (a) the Included Property so added to the BLR 20 Neighborhood Area shall be subject to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration, (b) Owners of any property within the BLR 20 Neighborhood Area shall thereafter convey, encumber, enjoy, hold, lease, maintain, occupy, own, sell, and transfer such property subject to this Supplemental Declaration, and (c) the terms of this Supplemental Declaration shall thereafter touch and concern such property.

Declarant further declares that the covenants, conditions, equitable servitudes limitations, restrictions, and reservations set forth in this Supplemental Declaration shall (a) run with such land, and all parts thereof, at law and as an equitable servitude, (b) bind all Persons having or acquiring any interest in the BLR 20 Neighborhood Area or any part thereof, (c) enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the BLR 20 Neighborhood Area and be in furtherance of a common and general plan of development, improvement, enhancement, and protection of the BLR 20 Neighborhood, (d) inure to the benefit of, and be binding upon, each Owner and every part of the BLR 20 Neighborhood Area and every interest therein included in the BLR 20 Neighborhood Area, and (e) be enforceable by Declarant, the Finance District, and Operating District, as provided in this Supplemental Declaration.

## ARTICLE 1

### General

1.1 Master Declaration. It is the intent of Declarant that the conditions, covenants, reservations, and restrictions contained in this Supplemental Declaration are (a) in addition and a supplement to the conditions, covenants, reservations, and restrictions contained in the Master Declaration and (b) not an amendment of the Master Declaration. If there is a conflict between the conditions, covenants, reservations, and restrictions set forth in this Supplemental Declaration and those set forth in the Master Declaration, the conditions, covenants, reservations, and restrictions of the Master Declaration shall control. All Lots subjected to this Supplemental Declaration shall be subject to the provisions of the Master Declaration and this Supplemental Declaration without further reference to this Master Declaration in any deed, notice, Supplemental Declaration, or other instrument.

1.2 Master Declaration Covenants and Easements. The BLR 20 Neighborhood Area is, and shall be, subject to the conditions, provisions, and terms of the Master Declaration including (a) the authority and power of the Finance District and Operating District as set forth in Article 3 thereof, (b) maintenance requirements set forth in Article 4 thereof, (c) the design review process set forth in Article 5 thereof, (d) the covenant enforcement provisions set forth in Article 6 thereof, (e) the use restrictions set forth in Article 7 thereof, (f) the covenants and disclosures regarding drainage and other matters set forth in Article 8 thereof, (g) the imposition of a Transfer Fee set forth in Article 9 thereof, (h) Declarant's rights, reservations, and exemptions set forth in Articles 10, 11, and 15 thereof, (i) the easements and disclosures set forth in Article 13 thereof, and (j) the authority and rights of the Operating District with respect to Public Facilities (as defined in the Master Declaration and as set forth in Article 14 thereof).

1.3 Applicability of Colorado Common Interest Ownership Act. Declarant (a) intends that the BLR 20 Neighborhood created hereby and this Declaration shall be subject only to C.R.S. §§ 38-33.3-105 to 38-33.3-107 of the Act because this Declaration does not impose any liability on Residence, Lot, or any portion of the BLR 20 Neighborhood Area for the payment of common expenses and (b) declares that, to the extent any liability is imposed on any portion of the BLR 20 Neighborhood Area for the payment of common expenses, such liability shall not exceed Four Hundred Dollars, as adjusted pursuant to C.R.S. § 38-33.3-116(2) of the Act.

## ARTICLE 2

### Definitions

Unless otherwise expressly provided in this Supplemental Declaration, the following words and phrases when used in this Supplemental Declaration have the meanings hereinafter specified.

“**Act**” means the Colorado Common Interest Ownership Act as provided in (C.R.S. §§ 38-33.3-101, *et seq.*).

“**Annexed Property**” has the meaning set forth in the Master Declaration.

“**Applicable Laws**” means (a) the Act, to the extent applicable to the BLR 20 Neighborhood Area and (b) all other decrees, edicts, laws, orders, ordinances, promulgations,

regulations, rules, and statutes of the City and all federal, local, or state governments and their respective agencies, departments, divisions, or parts thereof that have or from time to time exercise jurisdiction over the BLR 20 Neighborhood Area.

“**Approval**” means with respect to an action requiring the approval of, or consent to, an action by a Person, such Person has given such approval or consent in writing and conveyed such approval or consent by Notice to the other Party

“**Arbitration**” has the meaning set forth in Section 7.3(c)

“**Arbitrator**” means the American Arbitration Association or such other Arbitrator as the Bound Parties may agree in writing.

“**Attachment**” has the meaning set forth in Section 9.1.

“**Auto Court**” has the meaning set forth in Section 5.1(a).

“**BLR 20 Neighborhood**” has the meaning set forth in the “Introductory Statement.”

“**BLR 20 Neighborhood Area**” means real property described in Attachment 1 attached to this Supplemental Declaration *less* any property described in a Notice of Withdrawal and withdrawn from the BLR 20 Neighborhood Area in the manner set forth in Section 3.3.

“**Bound Parties**” has the meaning set forth in Section 7.1.

“**Builder**” has the meaning specified in the Master Declaration and includes (a) Declarant, and (b) any Builder that, before the Effective Date of this Supplemental Designation, Declarant has designated as a Builder in the manner specified in the Master Declaration.

“**Claimant**” has the meaning set forth in Section 7.3(b).

“**Claim**” means, except as exempted by the terms of Article 7 below, any claim, grievance, or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to (a) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations, and duties of any Bound Party under any of the Governing Documents, (b) the design or construction of any improvements or Residences, and (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

“**City**” means the City of Colorado Springs, Colorado.

“**Declarant**” means Clayton Properties Group II, Inc., a Colorado corporation, and includes a Successor Declarant.

“**Declarant Rights Period**” means a period beginning on the date of the Recording of this Supplemental Declaration and ending on the earlier to occur of (a) ten years after the conveyance by Declarant to a first-time homebuyer of the last completed Residence in the BLR 20 Neighborhood or (b) fifteen years from the date of the Recording of this Supplemental Declaration.

**“District”** means the Finance District and the Operating District, both quasi-municipal corporations and political subdivisions of the State of Colorado, as well as any other metropolitan districts serving portions of the Annexed Property, the BLR 20 Neighborhood, or any additional property subjected to the Master Declaration and/or this Supplemental Declaration.

**“FHA”** means the Federal Housing Administration.

**“Final Plat”** means the Recorded plat for Banning Lewis Ranch Filing No. 20.

**“Finance District”** means the Banning Lewis Ranch Metropolitan District that has entered into the Intergovernmental Agreement with the Operating District as set forth in the Master Declaration.

**“First Mortgage”** means a mortgage or deed of trust or other such instrument encumbering a Lot that (a) is given voluntarily by a Mortgagor to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt and (b) has priority over all other security interests in a Lot, other than statutory liens for taxes and special assessments. The term **“First Mortgage”** includes an executory land sales contract wherein the Administrator of the VA is the seller, whether such contract is owned by the VA or its assigns, and whether Recorded or not.

**“First Mortgagee”** means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the VA.

**“Front-Yard Landscape Plan”** has the meaning set forth in Section 5.1(c)(i).

**“Front-Yard Landscaping”** has the meaning set forth in Section 5.1(c).

**“Government Mortgage Agencies”** and **“HUD”** have the meanings set forth in the Master Declaration.

**“Governing Documents”** means the Final Plat, the Guidelines, the Master Declaration, the Regulations and Rules, the Site Plan, and this Supplemental Declaration.

**“Guidelines”** has the meaning set forth in the Master Declaration.

**“Improvements”** has the meaning set forth in the Master Declaration.

**“Interior Fence”** has the meaning set forth in Section 5.1(b).

**“Lot”** means any lot or parcel of land (a) described on, and established by, the Final Plat, (b) located within the BLR 20 Neighborhood Area, and (c) upon which a Builder or Person may construct a Residence in accordance with Applicable Law.

**“Master Declaration”** means the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007 at Reception No. 207030103.

“**Notice**” has the meaning set forth in Section 9.4.

“**Notice of Withdrawal**” means a Notice Recorded for the withdrawal of property from the BLR 20 Neighborhood Area, as more particularly set forth in Section 3.3.

“**Occupant**” means each Person occupying a Lot and includes, but is not necessarily limited to, each Owner, guest, invitee, licensee, tenant, or other occupant of a Residence.

“**Operating District**” means the Banning Lewis Ranch Metropolitan District No. 1.

“**Owner**” means a Person or Persons, including Declarant, who hold fee simple title of Record to a Lot located in the BLR 20 Neighborhood Area, including sellers under executory contracts of sale, but excluding buyers thereunder.

“**Perimeter Fence**” has the meaning set forth in Section 5.1(b).

“**Person**” means a natural person, a corporation, a partnership, or any other entity.

“**Record,**” “**Recordation,**” “**Recorded,**” or “**Recording**” means the filing for record of any document in the office of the Clerk and Recorder of the County of El Paso, Colorado.

“**Recyclables**” has the meaning set forth in Section 5.1(f).

“**Regulations and Rules**” has the meaning set forth in Section 4.1(b).

“**Residence**” means a single-family residence and related Improvements constructed on a Lot in the BLR 20 Neighborhood Area.

“**Residential Clusters**” means each of the clusters of Lots identified as such in Attachment 2.

“**Respondent**” has the meaning set forth in Section 7.3(b).

“**Site Plan**” means the site plan for the BLR 20 Neighborhood Area attached as Attachment 3.

“**Successor Declarant**” means any Person who (a) owns one or more Lots and (b) Declarant specifically designates as a Successor Declarant in a Recorded instrument as a Successor Declarant as set forth in Section 6.2.

“**Supplemental Covenants and Easements**” has the meaning set forth in Section 5.1.

“**Supplemental Services**” has the meaning set forth in Section 4.3(d).

“**Term**” has the meaning set forth in Section 8.1.

“**Termination Agreement**” has the meaning set forth in Section 8.5.

“**Trash**” has the meaning set forth in Section 5.1(f).

“VA” means the Department of Veterans Affairs.

### ARTICLE 3

#### Property Subject to Supplemental Declaration

3.1 Property Hereby Made Subject. The real property described in Attachment 1 is the real property subject to the conditions, covenants, restrictions, and reservations set forth in this Supplemental Declaration.

3.2 Development of BLR 20 Neighborhood Area in Phases. Declarant shall have, and Declarant hereby reserves, the right, but not the obligation, to develop the Supplemental BLR 20 Neighborhood Area in phases. Within the context of and in accordance with Declarant’s general development plan, Residences on Lots included in the Community Area shall be either substantially the same cost, quality, size, and style as Residences previously constructed in the same portion of the BLR 20 Neighborhood Area or such other cost, quality, size, and style as may be Approved by Declarant.

3.3 Withdrawal of Lots by Declarant. Declarant may withdraw Lots that it owns from the BLR 20 Neighborhood Area and from this Supplemental Declaration by the execution, acknowledgment, and Recordation of a Notice (a “**Notice of Withdrawal**”) of such withdrawal. The Notice of Withdrawal shall (a) be executed and acknowledged by Declarant, (b) contain an adequate legal description of Lots being withdrawn from the BLR 20 Neighborhood Area, (c) contain a reference to this Supplemental Declaration, which reference shall state the date thereof, the date Recorded, and the reception number or other Recording information of this Supplemental Declaration, and (d) as applicable, contain a statement and declaration that such Lots are being withdrawn from the BLR 20 Neighborhood Area and shall not be thereafter subject to this Supplemental Declaration. The withdrawal shall be effective upon Recording of the Notice of Withdrawal and, upon Recording of the Notice of Withdrawal, the Lots described therein shall no longer be part of the BLR 20 Neighborhood Area or subject to this Supplemental Declaration.

### ARTICLE 4

#### Authority and Powers of Operating District

4.1 Metropolitan Districts.

(a) Role of Operating District. The BLR 20 Neighborhood Area is located within the boundaries of the Finance District. The Operating District and the Finance District have entered into the Intergovernmental Agreement (as defined in the Master Declaration) that has been duly approved by the registered electors of both Districts whereby the Operating District has agreed to impose such charges, fees, rates, and tolls as permitted under Applicable Law to pay for the provision of such services, including the provision of covenant enforcement and design review services as more particularly set forth in the Master Declaration and this Supplemental Declaration.

(b) Authority and Powers of Operating District. The Operating District shall have the authority, and may exercise with respect to the BLR 20 Neighborhood Area, all powers reasonably necessary to administer its rights and duties under this Supplemental Declaration, including the power to (i) adopt and amend budgets for revenues, expenditures, and reserves, (ii) collect taxes and fees for expenses from the Owners to administer its duties and obligations

provided in this Supplemental Declaration, (iii) establish such policies, procedures, regulations, and rules (“**Regulations and Rules**”) as the Operating District deems appropriate for the proper administration of the covenants of this Supplemental Declaration, (iv) enforce this Supplemental Declaration (including the Regulations and Rules, the Supplemental Covenants and Easements, and the other provisions of this Supplemental Declaration) by (A) levying reasonable fees, fines, and penalties for violations and (B) taking such actions as are appropriate and/or necessary to collect such fees, fines, and penalties, (v) contract, cooperate, and enter into agreements with (A) a third-party property manager for the management of the BLR 20 Neighborhood Area and performance of its duties pursuant to this Supplemental Declaration and (B) community associations, Government Authorities, Neighborhood Associations (as defined in the Master Declaration), and/or other Districts in furtherance of its duties pursuant to this Supplemental Declaration, (vi) restrict use of public facilities and establish and charge use fees, guest fees and other fees as deemed necessary or desirable by the Operating District, and (vii) exercise all other rights, powers, and authority necessary to enforce the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of Supplemental Declaration.

4.2 Delegation of Authority to Operating District. Declarant, for itself and its successors (including all Owners of Lots and Residences in the BLR 20 Neighborhood Area) hereby (a) assigns and delegates to the Operating District the authority and power to (i) enforce the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration and (ii) perform the duties and obligations of the Operating District, as set forth in this Supplemental Declaration, with respect to the BLR 20 Neighborhood Area and the Owners of Lots and Residences in the BLR 20 Neighborhood Area, and (b) pursuant to C.R.S. § 32-1-1004(8)(a)(II), designates the Operating District as the entity responsible for enforcement of the Supplemental Covenants and Easements established by this Supplemental Declaration.

4.3 Authority and Powers of Operating District. In addition to the authority and powers vested in the Operating District by Applicable Law, the Operating District shall have the following authority and powers:

(a) General Powers and Authority. The Finance District and the Operating District shall have all of the authority and general powers granted to them by, and as more particularly set forth in, Article 3 of the Master Declaration and in Section 4.1 above.

(b) Regulations and Rules for the BLR 20 Neighborhood. In accordance with, and subject to, Applicable Law, the Operating District shall adopt, establish, and promulgate such Regulations and Rules as the Operating District deems appropriate, desirable, or necessary regarding (i) the enforcement of the Supplemental Covenants and Easements and this Supplemental Declaration, (ii) maintenance of, and repair of damage to, the Easements, and (iii) maintenance, repair, and replacement, as necessary, of the Auto Courts and Fences.

(c) Enforcement. Subject to Applicable Law, and in its discretion, the Operating District shall have the authority, duty, power, and right to enforce this Supplemental Declaration, including the following with respect to the Regulations and Rules and the Supplemental Covenants and Easements:

(i) Fines. Establish and levy fines against Owners who do not comply with (A) this Supplemental Declaration, (B) the Supplemental Covenants and Easements, and (C) the Regulations and Rules established by the Operating District pursuant to this Supplemental Declaration; and

(ii) Remedies Pursuant to Special District Act. Enforce the Supplemental Covenants and Easements by such remedies as may be available to special districts established pursuant to Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time, including the following:

(A) The commencement of civil actions against Owners to collect such fines and specifically enforce this Supplemental Declaration, the Supplemental Covenants and Easements, and the Regulations and Rules against such Owners by injunction or otherwise;

(B) The recordation and enforcement by foreclosure of liens against the Lots and Residences of Owners who fail to comply with this Supplemental Declaration, the Supplemental Covenants and Easements, and the Regulations and Rules; and

(C) After reasonable prior Notice to the Occupant and/or Owner of a Lot, enter upon a Lot for the purpose of maintaining and repairing damage to Perimeter Fences, as set forth in Section 5.1(b) below.

(d) Right to Contract for Supplemental Services. Subject to Applicable Law, the Operating District shall have the authority and power, but not the obligation, to contract on behalf, and in the name of, the Owners with one or more contractors to supplement the following services to the extent they are not provided by the City (“**Supplemental Services**”): (i) snow removal from the Auto Courts, (ii) maintenance and repair of pavers in the Auto Courts, and (iii) the pick-up and removal of Recyclables and Trash from Residences in the BLR 20 Neighborhood Area. If the Operating District contracts with a contractor to provide the Supplemental Services, then the Operating District shall determine, in its discretion, the conditions and terms of such contracts, the nature and type of the Supplemental Services needed, and the extent, manner, and times at which such contractors will provide such Supplemental Services.

(e) Right to Contract with Management Company. The Operating District shall have the authority and right to contract with a professional management company to perform some or all of its duties pursuant to this Supplemental Declaration and to provide the Supplemental Services provided that any agreement for professional management of the business of the Operating District or any other contract providing for services of a Declarant shall have a maximum term of one year and provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than thirty days’ prior Notice.

(f) Right to Contract with Other Districts. The Operating District shall have the authority to enter into agreements with another District to (i) enforce all or part of the Supplemental Covenants and Easements, (ii) maintain, and repair damage to, the easements



created by this Supplemental Declaration, and (iii) maintain, repair, and replace, as necessary, the Fences, and the Auto Courts.

(g) Right to Supplement Guidelines. From time to time and in its discretion, the Operating District may establish additional design standards for Improvements in the BLR 20 Neighborhood Area that will supplement the Guidelines. Before commencing work on any proposed Improvements to a Residence, an Owner will comply with the procedures set forth in Article 6 of the Master Declaration.

(h) Right to Use Easements. The Operating District shall have the benefit and use of all of the easements, rights, and rights of way established and reserved by Declarant in the Master Declaration (including those specified in Article 5 of the Master Declaration) with respect to the BLR 20 Neighborhood Area.

4.4 License to Enter Lot. By accepting title to a Lot or occupying a Residence, each Owner and Occupant (a) grants the Operating District, together with its agents, assigns, contractors, employees, licensees, representatives, and subcontractors (for this purpose, collectively, the “**Operating District**”), the authority and irrevocable license to enter upon a Lot, during business hours and upon reasonable notice, for the purpose of exercising its rights and performing its duties regarding the Supplemental Covenants and Easements, as more particularly set forth in this Article 4 and Article 5 below and (b) releases the Operating District from all claims, damages, liabilities, and losses arising under or relating to such entry, exercise of its rights, and performance of its duties pursuant to this Supplemental Declaration.

4.5 Operating District Designation. By accepting title to a Lot or occupying a Residence, each Owner and Occupant (a) accepts the designation by Declarant of the Operating District as the entity responsible for enforcement of the Supplemental Covenants and Easements, (b) accepts the authority and powers granted to the Operating District in Section 4.2 above, and (c) agrees to comply with (i) the Supplemental Covenants and Easements and (ii) the Regulations and Rules that the Operating District adopts, Approves, establishes, and promulgates from time to time regarding the Supplemental Covenants and Easements.

## ARTICLE 5

### Supplemental Covenants and Easements

5.1 Establishment of Supplemental Covenants and Easements. Subject to Section 1.2 above, Declarant hereby declares, establishes, and imposes upon the BLR 20 Neighborhood Area the covenants, equitable servitudes, limitations, reservations, and restrictions set forth in this Section 5.1 (the “**Supplemental Covenants and Easements**”):

(a) Auto Courts. As set forth on the Final Plat and as generally depicted on the Site Plan, each Residence in a Residential Cluster shares an automobile court (the “**Auto Court**”) with the other Residences in such Residential Cluster. The Final Plat dedicates and grants private easement for access and use on, and over, the Auto Court in each Residential Cluster from each Residence to an avenue, place, street, or way dedicated for public use. With respect to the Auto Court, an Owner and Occupant shall not (i) conduct any activity in the Auto Court that would constitute a nuisance or noxious activity or unreasonably interfere with the full enjoyment and use

of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (ii) barricade, block, hinder, interfere with the use of, or otherwise materially obstruct the full enjoyment and use of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (iii) keep, park, or store any all-terrain vehicles, automobile, boat, camper (on or off supporting vehicle), disabled or inoperative vehicle, mobile home, motor home, motorcycle, recreational vehicle, snowmobile, towed trailer unit, tractor, trailer, truck, utility vehicle, or other vehicle of any description, kind, or type in an Auto Court, (iv) dismantle, maintain, paint or repaint, repair, service, or perform other work on any vehicle described in clause (iii) of this Section 5.1(a) in the Auto Court, or (v) store any container, receptacle, or other object in the Auto Court. Declarant and the Operating District reserve the right to amend this Supplemental Declaration if necessary to correct any discrepancies or errors in the designation of Residential Clusters or if necessary to reflect any amendments, corrections, or revisions of the Residential Clusters based on amendments of the Final Plat made after the Recording of this Supplemental Declaration.

(b) Fences. Upon its construction of a Residence on a Lot, a Builder shall construct interior fences (“**Interior Fences**”) on the interior Lot lines at the locations generally depicted on the Site Plan and fences around the perimeter (the “**Perimeter Fences**”) of the Community. Owners and Operating District shall maintain, repair, and replace the Interior Fences and Perimeter Fences as follows:

(i) Interior Fences. Each Owner, for itself and its respective assigns, heirs, successors, and representatives (including all Occupants of an Owner’s Residence) shall (A) at its cost and expense, maintain, repair, and replace the Interior Fence(s) bounding its Lot in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the BLR 20 Neighborhood Area and (B) not damage, injure, relocate, remove, or replace an Interior Fence or a Perimeter Fence.

(ii) Perimeter Fences. At its cost and expense, the Operating District shall maintain, repair, and replace the Perimeter Fences in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the BLR 20 Neighborhood Area provided that if an Occupant or an Owner damages a Perimeter Fence, then, upon the demand of the Operating District, the Owner shall reimburse the Operating District the cost and expense incurred by the Operating District in such maintenance, repair, or replacement, together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

(c) Front-Yard Landscaping. Except for the Front-Yard Landscaping of front yards of Residences described in this Section 5.1(c), each Owner shall maintain landscaping on its Lot in accordance with the requirements of the Master Declaration. With respect to Front-Yard Landscaping (“**Front-Yard Landscaping**”), each Builder, Owner, and Operating District shall comply with the following covenants:

(i) Front-Yard Landscape Plan. Declarant shall establish a plan (a “**Front-Yard Landscape Plan**”) for the front yard of each Residence that will generally depict the location and type of Front-Yard Landscaping for Residences in the BLR 20 Neighborhood Area. From time to time, the Operating District shall have the right to change the Guidelines and/or plantings approved for the BLR 20 Neighborhood Area provided that the Operating District shall

not require a Builder to change Front-Yard Landscaping pursuant to a Front-Yard Landscape Plan Approved by the Operating District notwithstanding changes to the Guidelines taking effect after such Approval.

(ii) Installation of Front-Yard Landscaping. Upon its construction of a Residence on a Lot and at its cost and expense, a Builder shall (A) install the Front-Yard Landscaping in the front yard of such Residence pursuant to the Front-Yard Landscape Plan for such Lot and (B) be responsible for replacement of Front-Yard Landscaping for a two-year warranty period beginning with the month of the initial installation of such Front-Yard Landscaping.

(iii) Maintenance of Front-Yard Landscaping. Following the expiration of the two-year warranty period and at its cost and expense, the Operating District shall be responsible for the maintenance, repair, and replacement of the Front-Yard Landscaping on its Lot provided that if an Occupant or an Owner damages the Front-Yard Landscaping or the irrigation system for such Front-Yard Landscaping, then, upon the demand of the Operating District, the Owner shall reimburse the Operating District the cost and expense incurred by the Operating District in such maintenance, repair, or replacement of the Front-Yard Landscaping and/or irrigation system , together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

(d) Short-Term Rentals of Residence. As it deems appropriate or desirable in its sole discretion, the Operating District shall have the right, but not the obligation, to impose (i) such limitations, Regulations and Rules, and other restrictions regarding and regulating the rental, subleasing, and use of Residences Area for bed-and-breakfast, hotel, transient, or vacation-type rentals whether offered by Airbnb, HomeAway, VRBO, and similar online rental sites for short-term, temporary, or transient occupancy and use and (ii) such fines and penalties as the Operating District deems appropriate for violations of such limitations, Regulations and Rules, and other restrictions.

(e) Structures. In addition to the requirements set forth in Section 6 of the Master Declaration requiring Approval from the Operating District, no Builder or Owner shall build, construct, install, or maintain any accessory building, shed, structure, or Improvement on a Lot other than the Residence that exceeds six feet in height or that is within five feet of a Lot line.

(f) Recyclables and Trash. Each Owner shall (i) dispose of all garbage, grass clippings, leaves, lumber, metal, plant waste, scrap, shrub or tree clippings, or debris of any kind in containers (“**Trash**”) designated for trash by the City, (ii) dispose of recyclable bottles, glass, paper, plastic, and other recycled materials (“**Recyclables**”) in accordance with City requirements and in receptacles designated for Recyclables, (iii) on the days designated by the City for pick-up and removal, cause the receptacles for Recyclables and Trash to be carried out to a publicly dedicated street by the times for such pickup, as designated by the City, and (iv) within twenty-four hours after the City has picked up such Recyclables and Trash, cause the receptacles to be taken from the publicly dedicated street to such Owner’s Residence. Owners shall dispose of bulk materials in accordance with the City requirements for the pick-up of such materials. If the Operating District contracts with, or designates a common, contractor to perform such services,

then each Owner shall comply with the procedures and requirements of such subcontractor for the pickup and disposal of Recyclables and Trash.

5.2 Modification or Waiver of Supplemental Covenants and Easements. The Operating District may modify or waive, in whole or in part, the strict application of the Supplemental Covenants and Easements if (a) such strict application would be unreasonably or unduly harsh under the circumstances and (b) such modification or waiver is in writing or is contained in written guidelines or rules promulgated by the Operating District.

## **ARTICLE 6**

### Reservations and Rights

6.1 Declarant's Reservation of Rights. During the Declarant Rights Period, Declarant shall have, retain, and reserve the rights set forth in this Section 6.1 with respect to Lots in the BLR 20 Neighborhood. The rights reserved by Declarant are as follows:

(a) Assignment of Rights. Provided that any such assignment shall be in writing, shall be accepted by the assignee, and shall be effective only upon Recording, Declarant reserves the right to (i) assign and convey any of the easements, reservations, rights, and other benefits pursuant to this Supplemental Declaration to a successor Declarant or a Builder (as set forth in Section 6.2 below) and (ii) collaterally assign its rights as a declarant to a lender of Declarant.

(b) Completion of Development and Sale of Residences. Declarant reserves the right to (i) complete development of property within the boundaries of the BLR 20 Neighborhood Area or elect not to complete development of any part of the BLR 20 Neighborhood Area, (ii) construct or alter Improvements on any property owned by Declarant within the BLR 20 Neighborhood Area, (iii) excavate, cut, fill, or grade any property owned by Declarant within the BLR 20 Neighborhood Area, (iv) maintain construction offices, construction storage yards, construction staging areas, model Residences, parking areas, sales offices, and similar facilities on any property owned by Declarant on any portion of the BLR 20 Neighborhood Area, (v) post signs or do any other act or thing incidental to development, construction, marketing, offer, promotion, or sales of property within the boundaries of the BLR 20 Neighborhood Area, and (vi) store construction materials, equipment, supplies, tools, waste, or other items on property within the BLR 20 Neighborhood Area owned by Declarant.

(c) Deed Reservations. Declarant reserves (i) the benefit and use of reservations and rights as reserved and excepted from each deed or other instrument by which Declarant conveys any property within the BLR 20 Neighborhood Area and regardless of whether such reservation is specifically stated therein and (ii) the right to exercise the rights, reservations, and easements reserved and retained in such deeds and pursuant to this Supplemental Declaration with respect to all parts of the BLR 20 Neighborhood Area. The foregoing reservation shall be prior and superior to any other provisions of this Supplemental Declaration and may not, without Declarant's prior Recorded Approval, be amended, affected, modified, rescinded, or terminated by any amendment of this Supplemental Declaration. Declarant's consent to one such amendment shall not be consent to any other subsequent amendment.

(d) Development Rights. Declarant reserves the right to exercise any development right (as defined in the Act) and to develop such number of Lots and other types of Lots as may be designated by Declarant pursuant to this Supplemental Declaration and as the City may approve within the BLR 20 Neighborhood Area.

(e) Easements. Declarant reserves the following with respect to easements across, on, and over the BLR 20 Neighborhood Area:

(i) Right to Grant Easements. The right to grant or create temporary or permanent easements for access, drainage, utility services necessary for the convenient use and enjoyment of the Lots (including electric, gas, sewer and water service, and telecommunication facilities), and other purposes incident to development and sale of the BLR 20 Neighborhood Area located in, on, under, over, and across Lots owned by Declarant or a Builder.

(ii) Right to Use Easements. In order to develop the Lots, construct Residences thereon, and market and sell Residences, Declarant reserves (A) the benefit and use of the Supplemental Covenants and Easements and (B) the rights of Declarant specified in the Master Declaration (including those specified in Article 5 of the Master Declaration) with respect to the BLR 20 Neighborhood Area.

(f) Reasonable Use. Declarant reserves the right to the reasonable use of the Lots owned by Declarant or a Builder in connection with the promotion and marketing of the BLR 20 Neighborhood Area. Without limiting the generality of the foregoing, Declarant and, with Declarant's Approval, a Builder, may (i) erect and maintain on any part of the Lots owned by Declarant or a Builder such signs, temporary buildings, and other structures as Declarant or such Builder may reasonably deem necessary or proper in connection with the promotion, development, and marketing and sales of real property within the BLR 20 Neighborhood Area, (ii) use vehicles and equipment on Lots owned by Declarant or a Builder for promotional purposes, (iii) permit prospective purchasers of property within the boundaries of the BLR 20 Neighborhood Area who are not Owners to use model Residences constructed on Lots owned by Declarant or a Builder, and (iv) refer to the BLR 20 Neighborhood Area in connection with the development, promotion, and marketing of property within the boundaries of the BLR 20 Neighborhood Area.

6.2 Successor Declarant. Declarant may designate as a Successor Declarant any Person that acquires some, or all, of the then remaining interest of Declarant in the BLR 20 Neighborhood Area by Recordable instrument. Upon execution and delivery of such instrument by Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of Declarant under this Supplemental Declaration with respect to the property acquired by such Successor Declarant and all references to Declarant contained in this Supplemental Declaration shall refer to such Successor Declarant.

6.3 Advisory Board. The Operating District may (a) create an advisory board composed of Owners of Residences to advise it with respect to the BLR 20 Neighborhood Area, (b) determine the manner of selecting, and the number of, members of such advisory board, (c) determine the scope of such advisory board's authority, duties, and powers, and (d) establish procedures for the conduct of meetings.

**ARTICLE 7**  
Alternative Dispute Resolution

7.1 Alternative Dispute Resolution. Declarant intends by this Article 7 to encourage the amicable resolution of all Claims without the emotional and financial costs of litigation, and as provided in Section 7.2, the Persons (“**Bound Parties**”) bound by this Article 7 are (a) Declarant and any Successor District, (b) the Financing District and the Operating District, (c) Occupants, (d) Builders, (e) Owners, (f) any Person not otherwise subject to this Supplemental Declaration who agrees to submit to the alternative dispute resolution procedures set forth in this Article 7, and (g) any Person asserting a Claim by, through, or under any of such Persons. Notwithstanding the foregoing, Mortgagees enforcing rights pursuant to a Mortgage shall not be Bound Parties. Mortgagees and Mortgagors shall not be bound by the alternative dispute resolution procedures set forth in this Article 7 and shall have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, at such time, in such forums, and in such manner as the Mortgagees and Mortgagors may determine.

7.2 Claims.

(a) Claim Resolution. Except as provided in this Section 7.2, Claims among or between Bound Parties arising under, based upon, in connection with, or otherwise regarding this Declaration, the Common Area, the District, the Governing Documents, and the Improvements shall be subject to this Article 7 and the Bound Parties shall resolve such Claims in the manner specified in Section 7.3.

(b) Exception to Claim Resolution. Notwithstanding anything to the contrary in this Declaration, unless all Bound Parties thereto otherwise agree, (i) a Claimant may assert a Claim or file a Claim Notice against only one Bound Party in a Claim, (ii) only one Claimant shall have the right to assert a Claim or file a Claim Notice against a Bound Party, (iii) other Bound Parties shall not have the right to join in, or seek recovery, in an Arbitration or other proceeding pending against a Bound Party unless all Bound Parties agree to their joinder, (iv) a Claimant cannot recover, or seek the recovery of, damages or relief on behalf of any Person other than such Claimant, and (v) a Claimant cannot claim, recover, or seek the recovery of, consequential, exemplary, or punitive damages.

(c) Exception for District Claims. The Operating District shall have the right to enforce the Master Declaration and the Supplemental Covenants and Easements without having to mediate or arbitrate such Claims pursuant to this Article 7. The District shall have the right to enforce the Covenants, Easements, and Restrictions by exercising its remedies and rights as specified in Section 4.2(c) without having to mediate or arbitrate such Claims pursuant to this Article 7. Notwithstanding the foregoing, if the District exercises its remedies and rights as set forth in the Master Declaration and an Owner contests such action or asserts a counterclaim, then, at its option, the District shall have the right to stay such proceeding pending resolution of the Claims asserted by an Owner by Arbitration or mediation pursuant to Section 7.3.

(d) Exception for Mortgage Claims. Notwithstanding anything to the contrary contained in this Article 7, Mortgagees enforcing rights pursuant to a Mortgage shall (i) not be Bound Parties, (ii) not be bound by the alternative dispute resolution procedures set forth in this

Article 7, and (iii) have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, as provided in such Mortgages and at such time, in such forums, and in such manner as the Mortgagees and Mortgageors may determine.

7.3 Procedure. Subject to Section 7.3(a) below, each Bound Party covenants and agrees to submit Claims to binding Arbitration as specified in this Section 7.3. By acceptance of a deed for a Parcel, each Owner agrees to abide by the terms of this Article 7, and by occupancy of a Townhome, each Occupant and Owner agrees to submit any Claims to the procedures specified in this Section 7.3. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures specified in this Article 7.

(a) Amicable Resolution by Mediation. Before submitting a Claim Notice demanding resolution of a Claim by Arbitration, the Bound Parties shall make every reasonable effort to meet, confer, and resolve a Claim within forty-five days (the “**Mediation Period**”) after a Bound Party initiates efforts to resolve a Claim by giving Notice (a “**Mediation Request**”) requesting that the Bound Parties involved in such Claim mediate or otherwise meet to negotiate an amicable resolution (a “**Mediation**”). Following the making of a Mediation Request, the participants to the Mediation shall (i) agree in writing that (A) participation in a Mediation is not an admission of any fact or liability or waiver of any Claim or defense and (B) any statement made during the course of a Mediation shall not be admissible into evidence in any subsequent Arbitration or proceeding, (ii) identify a Person to conduct the Mediation (a “**Mediator**”), (iii) establish the procedures and rules that will govern such Mediation (including the manner in which the participants to the Mediation shall share its cost), and (iv) instruct the Mediator to reduce any successful resolution of a Claim to writing that the participants to the Mediation shall execute and thereafter perform. If the parties to the Mediation are unable to resolve a Claim amicably within the Mediation Period, then either participant in the Mediation may submit a Claim Notice, in which event the participants to the Mediation shall proceed as specified in Sections 7.3(b) and 7.3(c) below.

(b) Notice of Claim. If the Bound Parties are unable to resolve a Claim by Mediation on or before the expiration of the Mediation Period, then the Bound Parties shall resolve such Claim through mandatory, binding Arbitration. Notwithstanding the foregoing, Bound Parties may not give a Notice of a Claim and initiate Arbitration unless one or both of the Bound Parties have made a Mediation Request and the Mediation Period has expired without resolution of the Claim. Following the making of a Mediation Request and the expiration of the Mediation Period without an amicable resolution of the Claim, either participant to the Mediation (a “**Claimant**”) may initiate Arbitration by giving a Notice of a Claim to the other Bound Parties (each, a “**Respondent**”) in which the Claimant demands binding Arbitration pursuant to the procedures specified in Section 7.3(c). The Claim Notice shall state plainly and concisely (i) the nature of the Claim, including all Persons involved and role of the Respondent in the Claim, (ii) the factual and legal basis of the Claim (*i.e.*, the facts underlying the Claim and the specific legal authority supporting the Claim), and (iii) the relief or remedy requested.

(c) Procedure for Resolution of Claims. Each Bound Party shall submit all Claims to mandatory, binding arbitration (“**Arbitration**”) conducted in accordance with the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-201, *et seq.*, or such other Applicable Law as the Bound Parties may mutually agree. The procedure for the Arbitration shall be as follows:

(i) Arbitration. Within a commercially reasonable period following the giving of a Claim Notice, either Bound Party may initiate Arbitration in accordance with the rules established by the Arbitrator for such Arbitration. Any court having jurisdiction over a Claim may enforce any judgment upon the award rendered by the Arbitrator. Unless otherwise agreed by the Parties in writing, there shall be one Arbitrator, who shall be a retired Colorado state court judge, a retired Federal judge, or an attorney licensed to practice law in the State of Colorado for at least ten years. To the extent feasible, the Arbitrator shall have expertise in the area of the Claim including legal expertise if legal issues are involved.

(ii) Arbitration Award. The Arbitrator shall not have the authority to make, and Claimant shall not be entitled to claim or receive, consequential, exemplary, or punitive damages. The Arbitrator shall make an award that shall include detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Bound Party nor an Arbitrator may disclose the existence, content, or results of Arbitration without the prior written consent of all Parties.

(iii) Arbitration Rules. The Colorado Rules of Civil Procedure shall govern disclosure, discovery, and other prehearing proceedings in the Arbitration, and the Colorado Rules of Evidence shall govern the admissibility of evidence at any Arbitration hearing. Subject to the foregoing, the Arbitrator shall conduct the Arbitration in accordance with (A) the Construction Industry Arbitration Rules of the American Arbitration Association Industry Arbitration Rules and the Procedures for Large, Complex Construction Claims of the American Arbitration Association then in effect, (B) if the Bound Parties select an Arbitrator other than the American Arbitration Association, then the rules selected by such Arbitrator, or (C) such other rules as the Bound Parties may agree in writing. The Arbitration shall be closed to the public, the decision of the Arbitrator shall not be published, and the decision by the Arbitrator shall not be cited as precedent in subsequent Claims between the Bound Parties participating in the Arbitration or in Claims involving other Bound Parties.

(iv) Decision of Arbitrator. The Arbitrator shall issue an award within thirty days of the completion of an Arbitration hearing or if post-hearing briefs are submitted, within thirty days of receipt of briefs or other post-hearing submittals by the Bound Parties. If the Bound Parties file post-hearing briefs, the Bound Parties shall submit such post-hearing briefs within twenty days of the completion of the hearing and the Arbitrator shall not grant any extensions of time for the filing of briefs. The Bound Parties shall comply with the award of the Arbitrator, and if a Bound Party does not comply with the award, then judgment upon an Arbitration award may be entered and enforced in any court having jurisdiction over such matters in the City and County of Denver, Colorado.

(v) Cost and Expense of Arbitration. The Bound Parties participating in an Arbitration shall share the costs of such Arbitration, and if the Arbitrator requires payment of costs and fees in advance fees, then the Bound Parties will pay those costs and fees equally. If one Bound Party pays more than its proportionate share of the costs and fees of the Arbitration, then the Arbitrator shall make such adjustments in the Arbitration award as necessary so that each Bound Party shall have paid its equal share of the costs and fees of Arbitration. Notwithstanding the foregoing, if a Bound Party unsuccessfully contests the validity or scope of Arbitration in a court of law or in an Arbitration, then the Arbitrator shall award reasonable attorneys' fees and



expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Bound Party. If a Bound Party incurs costs and attorney's fees in enforcing the award of an Arbitrator, such Bound Party shall be entitled to an additional award of its costs and reasonable attorneys' fees incurred in the enforcement of such an award.

7.4 Construction Defect Action Reform Act. Declarant does not intend that the provisions of this Declaration be applied as an express waiver of, or limitation on, the legal rights, remedies, or damages of a property owner provided by (a) the Construction Defect Action Reform Act (C.R.S. §§ 13-20-701 *et seq.*), (b) the Colorado Consumer Protection Act as specified in C.R.S. § 13-20-706, (c) the ability of a homebuyer to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose, or (d) other Applicable Law. Damages claimed or recovered by an Owner in connection with the Townhome shall be limited as specified in the foregoing statutes and other Applicable Law.

7.5 Consent to Mandatory Binding Arbitration. By acceptance of title to a Townhome, whether by a deed from the Declarant or from a subsequent Owner, each Owner acknowledges, consents to, and agrees to (a) the resolution by binding, mandatory Arbitration of all Disputes between Owners and between Owners and Bound Parties that arise in connection with, are based upon, or are otherwise related to the Benefited Parties, the Buildings, the Community, the Common Area, the Declarant, the Districts, the District Parties, the Lots, the Parcels, the Townhomes, and this Declaration and (b) conduct such Arbitration pursuant to the Dispute Resolution Procedures set forth in this Article 7. This Declaration shall not extend any rights or obligation under this Declaration to any Occupant that is not also an Owner

## ARTICLE 8

### Amendment; Rights of First Mortgagees; Term

8.1 Term of Supplemental Declaration. Unless amended as provided in this Supplemental Declaration, the term (as extended, the "**Term**") of this Supplemental Declaration shall begin on the date of its Recording and shall continue thereafter for (a) forty years after Recording and (b) thereafter for additional periods of ten years each unless, on or before the expiration of the then current extension of the term, two-thirds of the Owners and two-thirds of Mortgagees execute, deliver, and Record an instrument terminating the Supplemental Declaration. If the requisite Owners and Mortgagees Approve such a termination, the Recorded instrument effecting such termination shall specify the effective date of such termination, which cannot be before the expiration of the then current Term of the Supplemental Declaration..

8.2 Amendment, Modification, or Termination of Supplemental Declaration. This Supplemental Declaration may only be amended as follows:

(a) Approval Requirements. Owners may amend, modify, repeal, or terminate this Supplemental Declaration by Recording a written instrument in the form set forth in Section 8.2(b) that has received the Approval or favorable vote of (i) two-thirds of the Owners, with the votes of Owners being based on one vote for each Lot, (ii) two-thirds of First Mortgagees, with the votes of First Mortgagees being based on one vote for each First Mortgage held, (iii) during the Declarant Rights Period, the prior Approval of Declarant and any Builders who have received

an assignment or partial assignment of Declarant Rights, (iv) the Operating District, and (v) HUD or VA, as the case may be, if HUD or VA has VA has guaranteed or insured a Mortgage on any Lot at the time of such amendment. Approval by the Declarant, First Mortgagees, HUD or VA, Operating District, Owners, and Builders of one amendment shall not constitute Approval of subsequent amendments, each of which subsequent amendments shall require a separate Approval satisfying the requirements of this Section 8.2.

(b) Manner of Amendment. An amendment or modification of this Supplemental Declaration shall be by a Recorded instrument that has been executed and acknowledged by the Operating District in which the Operating District certifies that (i) the amendment or modification has received the requisite Approvals of the Declarant, First Mortgagee, HUD or VA, Owners, and Builders set forth in Sections 8.2(a) and 8.3 and (ii) the Operating District has written evidence of such Approvals that are available for (A) inspection by Declarant, First Mortgagee, Owners, and title insurance companies during normal business hours and (B) copying upon payment of the costs and expenses incurred by the Operating District in copying or making such Approvals available for copying.

8.3 Member and First Mortgagee Approval. Notwithstanding any other provisions of this Supplemental Declaration to the contrary and with respect to the abandonment, amendment, or termination of this Supplemental Declaration:

(a) Abandon, Terminate, or Amend Supplemental Declaration. Unless they have obtained the prior written consent of at least two-thirds of the Owners and the consent of two-thirds of the First Mortgagees of Lots (based on one vote for each First Mortgage held) and either the VA or HUD if either agency has insured or guaranteed a First Mortgage, the Owners shall not (i) seek to abandon or terminate the Supplemental Declaration, whether by act or omission or (ii) amend any provisions of this Supplemental Declaration which are for the express benefit of First Mortgagees; and

(b) Approval of First Mortgagee Deemed Given Unless Notice of Disapproval Given. Unless, within sixty days after receipt of Notice, a First Mortgagee or insurer or guarantor of a First Mortgage notifies the Operating District of its disapproval of any of the matters requiring their approval as provided in this Supplemental Declaration, such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have given such approval.

8.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Lot in the BLR 20 Neighborhood Area which has filed written request with the Operating District to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to (a) receive Notice from the Operating District of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Supplemental Declaration, which default is not cured within sixty days after the Operating District learns of such default; (b) examine the books and records of the Operating District during normal business hours; and (c) receive sixty days' prior Notice before the effective date of any proposed material amendment to this Supplemental Declaration requiring consent of a certain percentage of First Mortgagees.

8.5 Term of Supplemental Declaration. Unless amended as provided in this Article 8, each provision contained in this Supplemental Declaration shall continue and remain in full force

and effect for a period of forty years after the date this Supplemental Declaration is Recorded, and thereafter shall be automatically extended for successive periods of ten years each unless terminated by the vote, by written ballot, of Owners holding title to at least two-thirds of the Lots within the BLR 20 Neighborhood Area. The Owners shall evidence a termination of this Supplemental Declaration by an agreement or ratification thereof (a “**Termination Agreement**”) that (a) the requisite number of Owners have executed, (b) specifies the date after which the Termination Agreement will be void unless Recorded before such date, and (c) the Owners Record. The termination of this Supplemental Declaration shall be effective upon the date of such Recording.

## **ARTICLE 9**

### General Provisions

9.1 Attachments. Declarant (a) attaches Attachment 1 (Legal Description of BLR 20 Neighborhood Area), Attachment 2 (List of Residential Clusters), and Attachment 3 (Site Plan) to this Supplemental Declaration and (b) incorporates Attachments 1, 2, and 3, and makes such attachments a part of, this Supplemental Declaration by this reference.

9.2 Attorney’s Fees. If the Operating District commences an action or arbitration proceeding to enforce any of the Supplemental Covenants and Easements and the arbitrator or judge in such proceeding determines that the Operating District is the prevailing party, then, the Operating District shall have the authority, power, and right to (a) as a part of any award or judgment awarded by an arbitrator or judge, request such arbitrator or judge to award the Operating District its costs and reasonable attorneys’ fees incurred by it in such proceeding and/or (b) collect from an Owner the costs and reasonable attorneys’ fees incurred by it in enforcing any of the Supplemental Covenants and Easements.

9.3 Binding on Successors. The obligations and agreements of the Owners shall run with the BLR 20 Neighborhood Area and all Lots located within the BLR 20 Neighborhood Area and shall inure to the benefit of Declarant, Builders, the Districts, any Association, any Operating District and such obligations and agreements of Owners, their successors and assigns shall be binding upon all successive owners or transferees of all or any portion of the BLR 20 Neighborhood Area. If all or part of a Residence is leased to an Occupant, Owners, for themselves and their successors and assigns, further agree that the conditions, covenants, and restrictions contained in this Supplemental Declaration shall be binding upon all Occupants of a Residence in the BLR 20 Neighborhood Area.

9.4 Communications and Notices. Unless specified otherwise in this Supplemental Declaration, any approval, consent, demand, notice, or other communication (collectively, a “**Notice**”) that is permitted or required to be given under this Supplemental Declaration must be made in writing and may be given either (a) personally or (b) by email, mail, overnight delivery, or telephone. If the Notice is given personally, it shall be deemed given the date and time when received by the recipient of the Notice. If the Notice is served by mail or overnight delivery, then it shall be sent postage or delivery charges prepaid, addressed to any Person at the address of the Residence owned by such Person (or such other address as the recipient may designate in advance for such purposes) and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the day after it is deposited with an overnight delivery service and the second day after it is deposited

in a regular depository of the United States Postal Service. If the Notice is served by email, then it shall be sent to any email address designated in writing by the recipient of the Notice for such purpose and shall be deemed given the date that it is transmitted provided that a written copy is deposited the same day in a regular depository of the United States Postal Service sent postage or delivery charges prepaid, addressed to any Person at the address of the Lot owned by such Person (or such other address as the recipient may designate in advance for such purposes).

9.5 Construction of Terms. The definitions of terms in this Supplemental Declaration shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Builders, Declarant, Occupants, Owners, and/or other Persons construing, enforcing, or interpreting this Supplemental Declaration shall construe, deem, and interpret (a) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (b) the word *will* as having the same meaning and effect as the word *shall*, (c) any definition of, or reference to, any agreement, instrument or other document (including any organization document) as referring to such agreement, instrument, or other document as from time to time amended, supplemented or otherwise modified, (d) any reference in this Supplemental Declaration to any Person as referring to such Person and the assigns, executors, personal representatives, representatives, and successors of such Person, (e) references in this Supplemental Declaration to articles, attachments, and sections as referring to the articles and sections of, and attachments to, this Supplemental Declaration, (f) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law, and (g) section headings as being for convenience of reference only and not affecting the interpretation of this Supplemental Declaration.

9.6 Governing Law. The laws of the State of Colorado shall govern the construction, enforcement, and interpretation of this Supplemental Declaration.

9.7 Limitation on Liability. Declarant, Successor Declarants, Districts (including the Finance District and the Operating District), Builders, and any agent, board of directors (including the individual directors on such board), employee, manager, member, officer, owner, principal, representative, or shareholder of Declarant, Successor Declarant, District, or Builder 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.

9.8 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, any Builders, any District or their agents or employees in connection with (a) any portion of the BLR 20 Neighborhood Area or any Improvement thereon or its or their physical condition, zoning, compliance with Applicable Laws, and fitness for intended use or (b) the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof unless, and except as, specifically set forth in writing.

9.9 Remedies Cumulative. Each remedy provided under this Supplemental Declaration is cumulative and not exclusive.

9.10 Severability; Interpretation. Each of the provisions of this Supplemental Declaration shall be independent and severable. The invalidity or unenforceability (or the partial validity or enforceability) of the provisions or any portion of this Supplemental Declaration shall not affect the validity or enforceability of any other provision or portion of this Supplemental Declaration.

9.11 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within the BLR 20 Neighborhood Area is hereby declared to be a violation of this Supplemental Declaration and shall be subject to any and all enforcement procedures set forth in this Supplemental Declaration.

*[Signature and acknowledgment of Declarant follows this page]*

THE DECLARANT has executed and delivered this Supplemental Declaration of Covenants, Conditions, and Restrictions for Banning Lewis Ranch Filing 20 effective as of the date of its Recordation.

CLAYTON PROPERTIES GROUP II, INC.,  
a Colorado corporation

By:   
Aric Jones, Assistant Secretary

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 28th day of March, 2018, 2018, by Aric Jones of Clayton Properties Group II, Inc., a Colorado corporation, Declarant.

WITNESS my hand and official seal.   
Samantha Fish  
Notary Public  
Notary Public, State of Colorado  
20164041870 Exp: 11/02/2020  
My commission expires: 11-2-20

**ATTACHMENT 1**  
(Legal Description of BLR 20 Neighborhood Area)

The following described real property located in the County of El Paso, State of Colorado:

TWO (2) PARCELS OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FILING NO. 1 AS RECORDED UNDER RECEPTION 216713802 RECORDS OF EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" ASSUMED TO BEAR N90°00'00"E A DISTANCE OF 960.30 FEET.

**PARCEL 1**

COMMENCING AT THE NORTHEASTERLY CORNER OF BANNING LEWIS RANCH CHARTER SCHOOL FILING NO. 1 AS RECORDED UNDER RECEPTION 216713802 RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF VISTA DEL PICO BOULEVARD AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE S15°02'07"E, A DISTANCE OF 1442.63 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF VISTA DEL TIERRA DRIVE AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO. 1 SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE S89°57'43"E, A DISTANCE OF 998.40 FEET;

THENCE S67°23'12"E, A DISTANCE OF 55.47 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF BANNING LEWIS PARKWAY AS PLATTED IN BANNING LEWIS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 205064513;

THENCE ON THE WESTERLY RIGHT OF WAY LINE OF SAID BANNING LEWIS PARKWAY THE FOLLOWING TWO (2) COURSES;

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S74°49'41"E, HAVING A DELTA OF 15°10'58", A RADIUS OF 1550.00 FEET AND A DISTANCE OF 410.74 FEET TO A POINT OF TANGENT;
2. S00°00'39"E, A DISTANCE OF 103.21 FEET TO POINT "A", SAID POINT BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF DUBLIN BOULEVARD AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO. 1;

THENCE ON SAID NORTHERLY RIGHT OF LINE OF DUBLIN BOULEVARD THE FOLLOWING THREE (3) COURSES;

1. S42°20'10"W, A DISTANCE OF 40.83 FEET;
2. S89°28'21"W, A DISTANCE OF 932.10 FEET;
3. N45°07'05"W, A DISTANCE OF 35.10 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF VISTA DEL TIERRA DRIVE AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1;

THENCE ON SAID EASTERLY RIGHT OF WAY LINE OF VISTA DEL TIERRA DRIVE THE FOLLOWING SIX (6) COURSES;

1. N00°17'30"E, A DISTANCE OF 325.15 FEET;
2. N45°17'30"E, A DISTANCE OF 28.28 FEET;

3. S89°42'30"E, A DISTANCE OF 0.56 FEET;
4. N00°17'30"E, A DISTANCE OF 60.00 FEET;
5. N45°52'08"W, A DISTANCE OF 28.88 FEET TO A POINT ON CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S87°21'30"W, HAVING A DELTA OF 07°08'16", A RADIUS OF 969.62 FEET AND A DISTANCE OF 120.79 FEET TO **THE POINT OF BEGINNING**;

**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF DUBLIN BOULEVARD AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 205087777, RECORDS OF EL PASO COUNTY, COLORADO, AS VACATED BY ORDINANCE 17-71 RECORDED UNDER RECEPTION NO. 217109078.

COMMENCING AT POINT A HEREIN DESCRIBED SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SAID BANNING LEWIS PARKWAY SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE S00°00'39"E, ON SAID WESTERLY RIGHT OF WAY LINE OF BANNING LEWIS PARKWAY AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1, A DISTANCE OF 59.50 FEET;  
 THENCE N89°57'43"W, A DISTANCE OF 959.81 FEET;  
 THENCE N44°57'43"W, A DISTANCE OF 35.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID VISTA DEL TIERRA DRIVE;  
 THENCE N00°17'30"E, ON SAID EASTERLY RIGHT OF WAY LINE OF VISTA DEL TIERRA DRIVE, A DISTANCE OF 20.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;

THENCE ON SAID NORTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD THE FOLLOWING THREE (3) COURSES;

1. S45°07'05"E, A DISTANCE OF 35.10 FEET;
2. N89°28'21"E, A DISTANCE OF 932.10 FEET;
3. N42°20'10"E, A DISTANCE OF 40.83 FEET TO THE POINT OF BEGINNING,

**Note:** The foregoing legal description was prepared by Douglas P. Reinelt, Professional Land Surveyor (Colorado P.L.S. NO. 30118), Job No. 2366.00-11R2, for and on behalf of Classic Consulting Engineers and Surveyors, LLC, 619 N. Cascade Avenue Suite 200, Colorado Springs, Colorado 80903.

**Note:** Following the Recording of the Final Plat, the foregoing property and the BLR 20 Neighborhood Area shall be known and described as follows:

Lots 1 through 114, inclusive,  
 BANNING LEWIS RANCH FILING NO. 20,  
 according to the recorded plat thereof,  
 County of El Paso, State of Colorado.



**ATTACHMENT 2**  
(List of Residential Clusters)

| <b>Residential Clusters</b> |               |
|-----------------------------|---------------|
| <b>Lots</b>                 | <b>Filing</b> |
| Lots 1, 2, 3, and 4         | Filing 20     |
| Lots 5, 6, 7, and 8         | Filing 20     |
| Lots 9, 10, 11, and 12      | Filing 20     |
| Lots 13, 14, 15, and 16     | Filing 20     |
| Lots 17, 18, 19, and 20     | Filing 20     |
| Lots 21, 22, 23, and 24     | Filing 20     |
| Lots 25, 26, 27, and 28     | Filing 20     |
| Lots 29, 30, and 31         | Filing 20     |
| Lots 32 and 33              | Filing 20     |
| Lots 34, 35, 36, and 37     | Filing 20     |
| Lots 38, 39, 40, and 41     | Filing 20     |
| Lots 42, 43, 44, 45, and 46 | Filing 20     |
| Lots 47, 48, 49, and 50     | Filing 20     |
| Lots 51, 52, 53, and 54     | Filing 20     |
| Lots 55, 56, 57, and 58     | Filing 20     |
| Lots 59, 60, 61, and 62     | Filing 20     |
| Lots 63, 64, 65, and 66     | Filing 20     |
| Lots 67, 68, 69, and 70     | Filing 20     |
| Lots 71, 72, 73, and 74     | Filing 20     |
| Lots 75, 76, 77, and 78     | Filing 20     |
| Lots 79 and 80              | Filing 20     |
| Lots 81, 82, 83, and 84     | Filing 20     |
| Lots 85, 86, 87 and 88      | Filing 20     |
| Lots 89, 90, 91, and 92     | Filing 20     |
| Lots 93, 94, 95, and 96     | Filing 20     |
| Lots 97, 98, 99, and 100    | Filing 20     |
| Lots 101, 102, 103, and 104 | Filing 20     |
| Lots 105, 106, 107, and 108 | Filing 20     |
| Lots 109, 110, 111, and 112 | Filing 20     |
| Lots 113 and 114            | Filing 20     |

**Note:** The Final Plat and Site Plan generally depict the location of each Residence in a Residential Cluster and its relationship to its respective Auto Court and the other Residences in its Residential Cluster.

# ATTACHMENT 3 (Site Plan)

