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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND AGE RESTRICTIONS**

FOR

FAIRWAY VILLAS II AT GREEN VALLEY RANCH GOLF CLUB,

An Age 55 and Older Community

(Green Valley Ranch Filing No. 45)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND AGE RESTRICTIONS FOR FAIRWAY VILLAS II AT GREEN VALLEY RANCH GOLF CLUB, An Age 55 and Older Community (Green Valley Ranch Filing No. 45) (the “**Supplemental Declaration**”), dated for reference purposes as of October 30, 2018, is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (the “**Declarant**”). Unless otherwise defined herein, initially capitalized phrases, terms, and words in this Supplemental Declaration have the meanings set forth in Section 2.1 below.

RECITALS:

A. The Master Declaration establishes and sets forth certain conditions, covenants, reservations, and restrictions affecting the Master Community. The Age-Restricted Project Area is located within the Master Community and is subject to the conditions, covenants, reservations, and restrictions established by and set forth in the Master Declaration.

B. Among the rights reserved by the Master Declarant are the rights to (1) designate a Principal Builder and/or a Successor Declarant and (2) make Supplemental Declarations that establish and set forth conditions, covenants, reservations, and restrictions affecting portions of the Master Community. The Master Declarant has designated the Declarant as a Successor Declarant (as defined in the Master Declaration) with respect to the Age-Restricted Project Area.

C. The Declarant is the Owner of the Age-Restricted Project Area. The Declarant has decided that it will (1) establish and impose additional conditions, covenants, reservations, and restrictions that will affect the Age-Restricted Community and (2) pursuant to CRS § 32-1-1004(8)(a)(II), name the Subdistrict as the entity responsible for the enforcement of the conditions, covenants, reservations, and restrictions set forth herein with respect to the Age-Restricted Community. This Supplemental Declaration sets forth such assignment and grant to the Subdistrict and the imposition of such additional conditions, covenants, reservations, and restrictions.

COVENANTS, CONDITIONS, AND RESTRICTIONS:

THE DECLARANT declares that the Property shall be conveyed, held, and sold subject to the conditions, covenants, liabilities, obligations, and restrictions set forth herein in furtherance of a common and general plan for the Age-Restricted Community Area to (a) enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the Age-Restricted Community Area, (b) maintain the age restrictions established hereby, (c) provide a mechanism for the enforcement of the provisions hereof, and (d) define certain duties, powers, and rights of Owners of Lots within the Age-Restricted Community Area.

ARTICLE 1

General

1.1 Age-Restricted Project Area.

(a) The Declarant intends to develop the Age-Restricted Project Area as a planned community (the “**Age-Restricted Community**”) that, subject to the conditions and in the manner set forth herein, will (i) contain Residences occupied by Qualifying Residents and Permitted Residents and (ii) restrict residency in the Age-Restricted Community to only those Persons who are Permitted Residents.

(b) The Declarant hereby declares that the Age-Restricted Community Area and all other property that hereafter becomes a part of the Age-Restricted Community Area shall be conveyed, held, leased, occupied, owned, rented, sold, and transferred subject to the conditions, covenants, equitable servitudes, limitations, reservations, and restrictions set forth in this Supplemental Declaration.

(c) The Declarant further declares that conditions, covenants, equitable servitudes, limitations, reservations, restrictions, and other matters set forth in this Supplemental Declaration are part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Age-Restricted Community Area.

(d) The provisions hereof are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon, and inure to the mutual benefit of (i) all of the real property that is now or becomes part of the Age-Restricted Community Area and each part or parcel thereof, (ii) the Declarant, all Principal Builders, and their respective successors and assigns, and (iii) all Persons having or acquiring any right, title, or interest in any property which becomes part of the Age-Restricted Community Area or any part or parcel thereof or any improvements now or hereafter located thereon and their respective assigns, heirs, personal representatives, and successors.

1.2 Master Declaration. It is the intent of the Declarant that the conditions, covenants, reservations, and restrictions contained of 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 herein and those set forth in the Master Declaration, the conditions, covenants, reservations, and restrictions of the Master Declaration shall control. All Lots subject to this Supplemental Declaration are 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.

1.3 Applicability of Colorado Common Interest Ownership Act. The Age-Restricted Community is a planned community, as that term is defined in C.R.S. § 38-33.3-103 (22). This Supplemental Declaration does not impose any liability on any Residence, Lot, or portion of the

Age-Restricted Community Area for the payment of common expenses. Accordingly and pursuant to C.R.S. § 38-33.3-116(2), the Age-Restricted Community created by this Supplemental Declaration is subject only to C.R.S. §§ 38-33.3-105 to 38-33.3-107, inclusive, of the Act.

ARTICLE 2 Definitions

2.1 Defined Terms. Unless otherwise expressly provided herein, 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.*, as amended from time to time.

“**Age-Restricted Common Area**” means those parts of the Age-Restricted Community that are owned by the Subdistrict.

“**Age-Restricted Common Area Facilities**” means the public facilities that are located on the Age-Restricted Common Area. The Age-Restricted Common Area Facilities may include, but are not necessarily limited to, a community center, a neighborhood park, parking, and open space for passive recreational use, public viewing areas, and similar facilities. The foregoing is a list of those Age-Restricted Common Area Facilities that the Declarant intends to build; provided, however, that (a) some, but not necessarily all, of these facilities may be constructed and (b) the term “**Age-Restricted Common Area Facilities**” only applies to those facilities that are actually constructed.

“**Age-Restricted Common Area Facilities Risks**” means and includes all risks attendant to or associated with the operation of public facilities similar to the Age-Restricted Common Area Facilities. Such risks include, without limitation, injury to person or property or both arising out of, or resulting from, (a) the construction, design, maintenance, operation, or use of the Age-Restricted Common Area Facilities, (b) lights and noise associated with the Age-Restricted Common Area Facilities, and (c) trespass, acts, or omissions of persons employed in connection with, using, or otherwise on the Age-Restricted Common Area Facilities.

“**Age-Restricted Community**” has the meaning set forth in Section 1.1(a) hereof.

“**Age-Restricted Community Area**” means the real property that is subject to this Supplemental Declaration. The Declarant has (a) initially made the real property described in Exhibit A attached hereto subject to this Supplemental Declaration and (b) reserved the right to add property to and withdraw it from the Age-Restricted Community Area in the manner more particularly set forth in Article 3 hereof.

“**Age-Restricted Project Area**” means the aggregate of (a) the Age-Restricted Community Area that is subject to this Supplemental Declaration at any point in time, and (b) the Includible Area that the Declarant or an Including Party may include into the Age-Restricted Community Area and thereby make subject to this Supplemental Declaration.

“**Applicable Laws**” means (a) the Act, to the extent applicable to the Age-Restricted Community, (b) the Fair Housing Laws, and (c) all other decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, and statutes of 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 Age-Restricted Community.

“**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.

“**Auto Court**” has the meaning set forth in Section 5.4(a).

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

“**City**” means the City and County of Denver, Colorado.

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

“**Claim**” means action, claim, damage, demand, dispute, fine, grievance, liability, loss, proceeding, or suit seeking to impose liability on a Person whether based at law, in equity, or otherwise and including matters 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 Common Area Facility, Improvement, or Residence, (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Person, and (d) the Common Area Facilities Risks.

“**Common Area Facilities**” has the meaning set forth in Section 2.11 of the Master Declaration and includes the public facilities in the Age-Restricted Community Area that are (a) constructed, operated, or owned by the City, a District, or other public entity, (b) intended to be used by members of the general public and Occupants and Owners in the Age-Restricted Community Area, and (c) located on Public Rights-of-Way or Tracts owned by the City, a District, or other public entity.

“**Common Area Facilities Risks**” has the meaning set forth in Section 2.12 of the Master Declaration and includes and means all risks attendant to, or associated with, common areas and public facilities similar to the Common Area Facilities including Claims for, or risks of, injury to person or property or both arising out of, or resulting from trespass, acts, or omissions of Authorized Vehicles, Occupants, Owners, Permittees, and other Persons employed in connection with, using, or otherwise present on or about the Common Area

Facilities, and the fact that the Common Area Facilities may constitute, or be considered, an “attractive nuisance.”

“**Declarant**” means Clayton Properties Group II, Inc., a Colorado corporation, together with its assigns, representatives, and successors; provided, however, that a Person shall be an assign or a successor of the Declarant only (a) if specifically designated in a Recorded instrument as an assign or a successor of the Declarant and (b) as to the interests or rights specifically designated in such Recorded instrument.

“**Declarant Parties**” means Declarant and its respective affiliates, agents, consultants, directors, officers, owners, property managers, representatives, shareholders, and successors.

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

“**Director**” means a member of the Board of Directors of a District, as appointed or elected from time to time.

“**District**” means (a) Ebert Metropolitan District, (b) Town Center Metropolitan District, (c) the Subdistrict, and/or (d) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado and includes within its boundaries or service area any portion of the Age-Restricted Community Area.

“**District Parties**” means each District and its respective agents, assigns, consultants, directors, officers, property managers, representatives, and successors.

“**Fair Housing Laws**” means (a) the Fair Housing Act (42 USC §§ 3601 to -3619, inclusive), together with all acts, laws, procedures, regulations, rules, statutes, and other federal laws relating to familial status and housing, (b) the Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995), together with all laws, procedures, regulations, and rules relating thereto, and (c) C.R.S. §§ 24-34-501 to -510, inclusive, together with all acts, laws, procedures, regulations, rules, statutes, and other laws of the State of Colorado and applicable municipalities relating to familial status and housing.

“**Final Plat**” means a Recorded final plat for a portion of the Age-Restricted Community Area.

“**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 Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration 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 5.4(c)(i).

“**Front-Yard Landscaping**” has the meaning set forth in Section 5.4(c).

“**Golf Course**” has the meaning set forth in forth in Section 2.29 of the Master Declaration.

“**Golf Course Facilities**” has the meaning set forth in forth in Section 2.30 of the Master Declaration.

“**Golf Course Risks**” has the meaning set forth in Section 2.31 of the Master Declaration and includes and means all risks attendant to, or associated with, common areas and public facilities similar to the Golf Course and the Golf Course Facilities including Claims for, or risks of, injury to person or property or both arising out of, or resulting from the flight, passage, and landing of golf balls (including errant golf balls).

“**Government Mortgage Agencies**” means (a) the Federal Housing Administration of the United States Department of Housing and Urban Development (“**FHA**”), (b) the Federal Home Loan Mortgage Corporation or The Mortgage Corporation (“**FHLMC**”) created by Title III of the Emergency Home Finance Act of 1970, including any successors thereto; (c) Federal National Mortgage Association (“**FNMA**”), a government-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto; (d) the Government National Mortgage Association (“**GNMA**”) administered by the United States Department of Housing and Urban Development, including any successor thereto, (e) the United States Department of Housing and Urban Development (“**HUD**”), (f) the Veterans Administration of the United States of America, including such department or agency of the United States government as shall succeed to the VA in its present function of issuing guarantees with respect to notes secured by Mortgages on Lots (the “**VA**”), (g) any agency, corporation, department, or entity that succeeds to FHA, FNMA, FHLMC, GNMA, and VA, and (h) any similar entity, public or private, approved, authorized, or sponsored by any governmental agency to guarantee, insure, make or purchase Mortgage loans.

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

“**Improvements**” means all structures and any appurtenances thereto and equipment of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions,

walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, basketball poles and/or backboards, playground equipment, flagpoles, clotheslines, roads, drive-ways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping (both organic and non-organic), hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, antennae, satellite dishes, public access electronic terminals, exterior air conditioning, and exterior water softener fixtures.

“**Includible Area**” means the real property described on Exhibit B attached hereto *less* (a) the real property described on Exhibit A attached hereto and (b) any portion of the Includible Area that, from time to time, is included into and made subject to this Supplemental Declaration pursuant to Article 3 hereof. The Declarant or the Principal Builder may expand or contract the Includible Area as provided in Section 3.5 hereof.

“**Included Property**” means the real property described in a Notice of Inclusion that is included into and made a part of the Age-Restricted Community Area as more particularly set forth in Article 3 hereof.

“**Including Party**” and “**Including Parties**” mean the Declarant and any other Person or Persons (a) designated in a Recorded designation as a Principal Builder or Successor Declarant or (b) having the power to include property into the Age-Restricted Community Area.

“**Interior Fence**” has the meaning set forth in Section 5.4(b).

“**Lease**” means an agreement, lease, occupancy agreement, sublease, or other arrangement of any kind pursuant to which a Person occupies or remains in possession of all or part of a Residence.

“**Lease Requirements**” has the meaning set forth in Section 4.4.

“**Lot**” means any lot or parcel of land within the Age-Restricted Community Area upon which a Principal Builder or Person may construct a Residence in accordance with Applicable Law.

“**Master Community**” means the planned community established by the Master Declaration and commonly known as “Green Valley Ranch North.”

“**Master Declarant**” means the Declarant.

“**Master Declaration**” means that certain Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North Recorded on August 10, 2001, at Reception No. 2001133495 in the real estate records of the City & County of Denver, Colorado.

“**Mediation**,” “**Mediation Period**,” “**Mediation Request**,” and “**Mediator**” have the meanings set forth in Section 7.3(a).

“**Mortgagee**” means the Person who is the holder, vendor, or lessor of a deed of trust or a mortgage.

“**Mortgagor**” means the maker or grantor of a deed of trust or mortgage.

“**Notice of Inclusion**” means a written notice Recorded by a Declarant, or a Principal Builder that is also an Owner, for the inclusion of additional real property into the Age-Restricted Community Area, as more particularly set forth in Section 3.3 hereof.

“**Notice of Withdrawal**” means a written notice Recorded for the withdrawal of property from the Age-Restricted Community Area, as more particularly set forth in Section 3.4 hereof.

“**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.

“**Officer**” means an officer of a District or a Subdistrict appointed from time to time by such District or Subdistrict.

“**Open Space Use**” has the meaning set forth in Section 5.3(c).

“**Owner**” means a Person or Persons, including the Declarant, who hold fee simple title of Record to a Lot or any portion of the Age-Restricted Community Area, including sellers under executory contracts of sale, but excluding buyers thereunder.

“**Owner Party**” means an (a) an Owner, (b) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Owner, (c) an Occupant residing in the Residence of an Owner, (d) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Occupant, or (d) a Utility Provider (including an employee or representative of a Utility Provider) present in the Age-Restricted Community Area at the invitation or request of an Owner.

“**Paired Benefited Lot**” means, with respect to each Burdened Lot, the Benefited Lot (a) paired with such Burdened Lot, as set forth on Exhibit D hereto, and (b) having the benefit, right, and use of the Use Easement Premises located on such Burdened Lot.

“**Paired Burdened Lot**” means, with respect to each Benefited Lot, the Burdened Lot (a) paired with such Benefited Lot, as set forth on Exhibit D hereto, and (b) subject to the Use Easement in favor of such Benefited Lot.

“**Perimeter Fence**” has the meaning set forth in Section 5.4(b).

“**Permitted Resident**” means a natural Person who is nineteen years of age or older who is residing with a Qualifying Resident. **No natural Person who is under the age of nineteen years can reside within the Age-Restricted Community Area.** Notwithstanding the foregoing or anything else to the contrary contained herein, in the case of the Qualifying Resident’s death, hospitalization, or other prolonged absence of, or the dissolution of

marriage with, the Qualifying Resident, a natural Person shall be a Permitted Resident if he or she is nineteen years of age or older and meets the following criteria:

(a) he or she was residing with the Qualifying Resident before the Qualifying Resident's death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident; and

(b) occupancy by such natural Person shall not cause the Age-Restricted Community to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under the Fair Housing Laws (including the requirements of CRS § 24-34-502 and regulations, as determined by the Subdistrict).

"Person" means a natural person, a corporation, a partnership, or any other entity.

"Principal Builder" means an Owner that acquires one or more vacant Lots for the construction of a Residence thereon for resale to the ultimate purchaser thereof and is designated a **"Principal Builder"** in a Recorded writing by either the Declarant pursuant to this Supplemental Declaration or the Master Declarant pursuant to the Master Declaration. The term **"Principal Builder"** includes Clayton Properties Group II, Inc., a Colorado corporation, which was designated a Principal Builder by the Master Declarant pursuant to the Master Declaration.

"Public Rights-of-Way" means (a) Jebel Street, a publicly dedicated boulevard and right-of-way, (b) 53rd Drive, a publicly dedicated drive and right-of-way, (c) 52nd Avenue, a publicly dedicated drive and right-of-way, (d) 51st Place, a publicly dedicated drive and right-of-way, (e) Jericho Street, a publicly dedicated drive and right-of-way, and (f) any other public boulevard, drive, right-of-way road, or street dedicated to, and accepted by, the City.

"Qualifying Resident" means (a) a natural Person who is fifty-five years of age or older or (b) the first Owner of a Lot (other than the Declarant) who acquires such Lot from the Declarant in accordance with the exemption provided in Section 4.6 hereof.

"Record," "Recordation," "Recorded," or **"Recording"** means the filing for record of any document in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

"Regulations and Rules" means the regulations and rules promulgated from time to time by a District pursuant to the Master Declaration in general and pursuant to this Supplemental Declaration for the Age-Restricted Community Area.

"Residence" means a single-family residence and related Improvements constructed on a Lot in the Age-Restricted Community Area.

"Residential Clusters" means each of the clusters of Lots set forth in Exhibit C to this Supplemental Declaration.

"Respondent" has the meaning set forth in Section 7.3(b).

“**Site Plan**” means the plan of the Age-Restricted Community Area set forth on Exhibit E to this Supplemental Declaration

“**Subdistrict**” means the Town Center Metropolitan District Subdistrict No. 4.

“**Successor Declarant**” means any Person that (a) owns one or more Lots and (b) the Declarant specifically designates as a Successor Declarant in a Recorded instrument as a Successor Declarant. A Successor Declarant succeeds only to the interests or rights specifically designated in such Recorded instrument.

“**Supplemental Covenants**” has the meaning set forth in Section 5.4.

“**Supplemental Covenants and Easements**” means the Supplemental Covenants.

“**Use Easement Premises**” means the five-foot strip of each a Burdened Lot lying along the boundary line between a Burdened Lot and the Benefited Lot paired with such Burdened Lot, as set forth on Exhibit C and depicted on the Site Plan.

“**Utilities**” means all utility services necessary for the convenient use and enjoyment of the Lots (including, but not necessarily limited to, electric, gas, water, and sewer service and telecommunication facilities).

“**Utilities Provider**” means City and County of Denver Utilities or any other provider of Utilities to the Age-Restricted Community Area, as the context may require.

2.2 Construction and Interpretation. Captions to articles, sections, and subsections are for convenience and reference purposes only and will not affect the construction of the meaning of the terms and provisions of this Supplemental Declaration. Unless the context otherwise requires, references herein to articles, exhibits, recitals, sections, and subsections are to articles, exhibits, recitals, sections, and subsections of this Supplemental Declaration. Whenever the context requires or permits, the singular will include the plural, the plural will include the singular, and the masculine, feminine, and neuter will be freely interchangeable. The terms “**above**,” “**below**,” “**hereinafter**,” “**hereof**,” and words of similar import mean and refer to sections and provisions contained in this Supplemental Declaration.

ARTICLE 3

Property Subject to Supplemental Declaration

3.1 Property Hereby Made Subject. The Declarant hereby declares that the portion of the Age-Restricted Community Area described in Exhibit A attached hereto is subject to the conditions, covenants, reservations, and restrictions set forth herein.

3.2 Inclusion of Additional Property as Part of a Phased Development Plan. The Declarant shall have (and hereby reserves) the right, but not the obligation, to develop the Age-Restricted Project Area in phases. As a part of such phased development, the Declarant hereby reserves in favor of itself and all Including Parties the right to include part or all of any property now

or hereafter owned by such Including Party located within the Includible Area (as the boundaries of such area may be adjusted as set forth in Section 3.5 hereof) to the Age-Restricted Community Area in phases so long as such Including Party owns any part of the Age-Restricted Project Area. Before inclusion of Lots as a part of such phased development, the Declarant, any Principal Builder, or any successor Declarant must file a development plan, if applicable, with the City and all Government Mortgage Agencies requiring such filing and obtain approval of such phased development plan before including Lots as part of a phased development plan. Thereafter, Residences built on Lots in any property included into the Age-Restricted Community Area shall be (a) substantially the same style, quality, size, and cost as Residences previously constructed in the same portion of the Age-Restricted Community Area or (b) of such other cost, quality, size, and style as is approved in writing by the Declarant.

3.3 Manner of Inclusion.

(a) The Declarant may include real property that is part of the Includible Area into the Age-Restricted Community Area in accordance with the provisions of this Section 3.3 as long as the Declarant owns any land that is part of either the Age-Restricted Community Area or the Includible Area. By acceptance of title to such property, any Person acquiring any interest in any land comprising part of the Includible Area, hereby acknowledges and agrees that Declarant shall have the right to include such land into the Age-Restricted Community Area without the consent of such owners who shall be deemed to have designated the Declarant as their attorney-in-fact with full, irrevocable power to accomplish the inclusion of such land into the Age-Restricted Community Area.

(b) With the prior written consent of the Declarant, Including Parties other than the Declarant may include real property owned by them in the Includible Area into the Age-Restricted Community Area. An Including Party shall accomplish such inclusion to the Age-Restricted Community Area by the Including Party and the Declarant executing and Recording (i) a Notice of Inclusion, (ii) a deed conveying a Lot to an Owner other than the Declarant, or a Principal Builder, (iii) a Supplemental Declaration as provided in Article 6 hereof, or (iv) a deed or a Recorded Plat of all or part of the Age-Restricted Project Area that dedicates or conveys portions of Age-Restricted Common Area to the City, the District, or the Subdistrict. Such deed, Notice of Inclusion, or Supplemental Declaration shall describe the real property to be included (the “**Included Property**”) and shall refer to this Supplemental Declaration, including the date and reception number for the Recordation hereof. If an Including Party exercises this right, any such property included into the Age-Restricted Community Area shall be subject to the terms and conditions hereof. No approval of any other Owners or Mortgagees, other than the Declarant, shall be required.

3.4 Withdrawal of Included Property by the Declarant. An Including Party may withdraw Included Property that it owns from the Age-Restricted Community 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 the Owner of the Included Property being withdrawn, (b) if the Included Property is not then owned by the Including Party, contain the executed and acknowledged written consent of the Declarant for so long as the Declarant or the Principal Builder owns any property in the

Includible Area and has the power to include additional property to the Age-Restricted Community Area, (c) contain an adequate legal description of the Included Property being withdrawn from the Age-Restricted Community Area, (d) contain a reference to the Notice of Inclusion or Supplemental Declaration for the Included Property, which reference shall state the date thereof, the date Recorded, and the book and page of where the Notice of Inclusion or Supplemental Declaration was Recorded, and (e) contain a statement and declaration that such Included Property is being withdrawn from the Age-Restricted Community and shall not be thereafter subject to this Supplemental Declaration, Notice of Inclusion, or Supplemental Declaration for the Included Property. The withdrawal shall be effective upon Recording of the Notice of Withdrawal and, upon Recording of the Notice of Withdrawal, the Included Property described therein shall no longer be part of the Age-Restricted Community Area or subject to this Supplemental Declaration or to the Supplemental Declaration for the Included Property.

3.5 Expansion or Contraction of Includible Area. The Includible Area may be expanded or contracted to add or delete real property effective upon the Recordation of a written instrument, executed by the owner thereof (if the Declarant is not then the owner of the real property being affected) and the Declarant, describing such real property and declaring that such real property shall hereafter be added to or deleted from the Includible Area.

ARTICLE 4 Age Restrictions

4.1 Age-Restricted Community. Subject to this Supplemental Declaration, Declarant hereby declares that the Age-Restricted Community will be developed, leased, marketed, occupied, sold, and used subject to the Age Restrictions as an Age-Restricted Community for senior Persons who are natural Persons aged fifty-five years and older. The Declarant intends that the Age-Restricted Community will be exempt from the familial status limitations contained in the Fair Housing Laws because it is an Age-Restricted Community intended for, and limited to, occupancy and ownership by senior Persons aged fifty-five years and older as set forth in this Supplemental Declaration.

4.2 Age Restriction.

(a) Age Restriction. Except as provided in this Supplemental Declaration and in the Fair Housing Laws, occupancy in the Age-Restricted Community is subject to the following age restriction (the “**Age Restriction**”): (i) at least one Qualifying Resident shall occupy a Residence in the Age-Restricted Community, (ii) a Permitted Person may occupy a Residence with a Qualifying Resident, and (iii) except as provided in Section 4.2(b) below, a natural Person less than nineteen years of age shall not occupy a Residence in the Age-Restricted Community.

(b) Permitted Persons. Notwithstanding Section 4.2(a) above, the following natural Persons may occupy a Residence in the Age-Restricted Community in the absence of a Qualifying Resident under the following circumstances:

(i) Absence of Qualifying Resident. If a Qualifying Resident dies, is hospitalized, is absent from a Residence for a prolonged period, or is divorced or legally separated from a Permitted Person, then a Permitted Person may occupy a Residence notwithstanding the fact that a Qualifying Resident is not occupying such Residence if (i) such natural Person was residing with the Qualifying Resident before the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, or legal separation from, the Qualifying Resident and (ii) occupancy by such natural Person shall not cause the Age-Restricted Community to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under Fair Housing Laws.

(ii) Health Care Providers. A natural Person who is at least nineteen years of age shall be a Permitted Person if (A) such natural Person was hired to provide live-in, long-term, or terminal healthcare to a Qualifying Resident, or a family member of a Qualifying Resident, (B) if the occupancy of such natural Person is necessary to provide a reasonable accommodation to a disabled Qualifying Resident or a disabled Permitted Person in accordance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, (C) such natural Person provides information to the Subdistrict regarding such occupancy, (D) a Qualifying Resident is occupying such Residence during the occupancy by such natural Person, and (E) occupancy by such natural Person shall not cause the Age-Restricted Community to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under Fair Housing Laws.

(c) Guests and Visitors. A Qualifying Resident or a Permitted Person may invite a natural Person, regardless of age, to stay in, or visit, a Residence as a guest or visitor if (i) each such guest or visitor does not stay in, or visit, a Residence for a period exceeding six consecutive weeks or a total of ninety days in any twelve-month period and (ii) the stay or visit of such natural Person does not cause the Age-Restricted Community to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under the Fair Housing Laws. At the request of the Subdistrict, Owners shall provide such information as may be reasonably necessary for the Subdistrict to confirm that the stay or visit of a guest or visitor complies with the Age Restrictions.

4.3 Compliance with Age Restrictions.

(a) Acceptance of Age Restrictions. By accepting title to a Lot or occupying a Residence, each Owner and Occupant agrees to comply with (i) the Age Restriction and the other conditions, covenants, limitations, and restrictions set forth in this Article 4 and this Supplemental Declaration (collectively, the “**Age Restrictions**”), (ii) the delegation of authority to the Subdistrict to enforce the Age Restrictions as set forth in this Article 4, and (iii) the policies, procedures, and Regulations and Rules that the Subdistrict adopts, Approves, establishes, and promulgates from time to time regarding the enforcement, implementation, and enforcement of the Age Restrictions. The Age Restrictions apply to all Occupants and Owners of Residences (including the family members, roommates, subtenants, or tenants of an Occupant or an Owner and regardless to the classification of such

Persons or the nature of their occupancy) and to all assignments, conveyances, Leases, or transfers of an interest in all or part of a Lot or Residence.

(b) Compliance Responsibility of Owners. Each Owner shall be personally responsible for the compliance with the Age Restrictions by each Owner Party occupying a Residence. In that regard, it is the affirmative duty and obligation of each Owner to (i) comply with the Age Restrictions, (ii) comply with the Lease Requirements, (iii) give Notice of Leases, sales, and transfers of Residences, (iv) provide information to the Subdistrict as set forth in Sections 4.3(c), 4.3(d), 4.4, and 4.6 below, and (v) take all steps necessary to ensure that the only Occupants of a Residence are Qualifying Residents and Permitted Persons.

(c) Duty of Owners to Ascertain Age and Give Notice. Before conveying, leasing, renting, selling, transferring, or otherwise permitting a Person to occupy a Residence, each Owner shall (i) ascertain and require that, after such change in occupancy or ownership, at least one Occupant will be a Qualifying Resident and (ii) give at least ten business days prior Notice to the Subdistrict of the proposed change in occupancy or ownership and information regarding the proposed Occupants of such Residence. The Notice shall be in the form determined by the Subdistrict from time to time, and the Owner, the proposed transferee, and the proposed tenant of the Residence shall execute and deliver the Notice.

(d) Duty of Owners to Provide Information. Within thirty days of a request of the Subdistrict or any representative thereof, each Owner will furnish information to the Subdistrict regarding the age of the Occupants of the Residence. If a tenant is occupying the Residence, then the Owner of such Residence shall obtain, and provide to the Subdistrict, such information from the tenant and furnish such information to the Subdistrict in compliance with the preceding sentence. The Subdistrict may establish and enforce penalties, including the levying and collecting of fines, for the failure of any Owner or tenant to comply with a request to provide documentation establishing the age of the Occupants of the Residence.

4.4 Lease Requirements. If an Owner leases, subleases, or permits a Person to occupy a Residence or if a Person occupies or possesses all or part of a Residence, then such Owner or Occupant shall comply with the following requirements (the “**Lease Requirements**”):

(a) Leases. All Leases shall (i) be in writing, (ii) be for a term of at least six months, (iii) require each Person occupying all or part of such Residence to acknowledge, and comply with, the Age Restrictions and provide such information as the Subdistrict may request or require from time to time about the identity and ages of Occupants of a Residence, and (iv) provide that failure to comply with the Age Restrictions shall be a default under such Lease and entitle the Owner to terminate the Lease and occupancy of such Residence in the manner provided by Applicable Law. Each Owner shall take such steps as may be necessary to ensure compliance by Occupants with those provisions of the Lease that limit occupancy to Qualifying Residents and Permitted Persons and require compliance with the Age Restrictions.

(b) Occupancy. An Occupant of all or part of a Residence (i) shall, except for an Owner, do so pursuant to a written Lease satisfying the requirements set forth in Section 4.4(a) above and (ii) comply with the Age Restrictions.

(c) Short-Term Leases. As it deems appropriate or desirable in its sole discretion, the Subdistrict 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 Subdistrict deems appropriate for violations of such limitations, Regulations and Rules, and other restrictions.

4.5 Delegation of Authority to Subdistrict. The Declarant, for itself, its assigns, and its successors (including all Occupants and Owners) hereby assigns and delegates to the Subdistrict the authority and power to enforce the Age Restrictions and the provisions of this Article 4, as follows:

(a) Adoption of Policies and Procedures. Subject to Applicable Law, the Subdistrict shall adopt, establish, implement, maintain, and promulgate appropriate policies, procedures, and Regulations and Rules regarding compliance with the Age Restrictions to the extent that the Subdistrict, in its discretion, deems appropriate, desirable, or necessary.

(b) Monitoring Compliance. The Subdistrict shall assist Owners in the monitoring of compliance with the Age Restrictions by maintaining records of the age of Occupants of each Residence and periodically updating such records, as more fully provided in Section 4.6 below. Notwithstanding the assistance that the Subdistrict will provide to Owners, the Owners (i) shall retain the ultimate obligation to, responsibility for, compliance of the Age-Restricted Community with the Age Restrictions and the Fair Housing Laws, (ii) release the Subdistrict from, and waive any, cause of action, claim, damage, liability, loss, or penalty resulting from the failure of the Owners to comply with the Age Restrictions, and (iii) shall defend and indemnify the Subdistrict from and against any such cause of action, claim, damage, liability, loss, or penalty resulting from the failure of the Owners to comply with the Age Restrictions.

(c) Information Regarding Age of Occupants. The Subdistrict shall, at least once every two years, determine the occupancy of each Residence, including identifying whether at least one Occupant is a Qualifying Resident, as follows:

(i) Adherence to Fair Housing Laws. The Subdistrict shall establish, publish, and adhere to policies and procedures (including obtaining affidavits and reliable surveys for verification of occupancy) that demonstrate or evidence the intent to provide housing for older persons as established by the Fair Housing Laws.

(ii) Evidence of Compliance. The Subdistrict shall accept any one of the following documents so long as the same contains specific information about the current age or date of birth of the Occupants: (i) driver's license, (ii) birth certificate,

(iii) passport, (iv) immigration card, (v) military identification, (vi) other state, local, national, or international official documents containing a birth date of comparable reliability, (vii) certification in a Lease, application, affidavit, or other document signed by an adult member of the household (which may be a tenant) asserting the at least one Person in a Residence is a Qualifying Resident, or (viii) other documentation mandated by, or acceptable under, the Fair Housing Laws.

(iii) Summaries. The Subdistrict shall make available a summary of occupancy surveys for inspection during normal weekday business hours or other reasonable times upon reasonable Notice and request by any Person.

4.6 Exemption and Release for Declarant. Except as provided in the following sentence, Declarant is exempt from the requirement that sale, conveyance, or lease of a Lot must result in at least one Occupant of such Residence being at least fifty-five years of age or older and from all other restrictions of this Article 4, so long as the exercise of this exemption does not cause the Age-Restricted Community to fail to qualify for the exemption for housing for older persons under the Fair Housing Laws. By accepting title to a Residence, each Owner, for itself and its assigns and successors, (a) releases Declarant and the Declarant Parties from all Claims arising under, based upon, relating to, or that an Owner may otherwise assert or claim based upon the sale of Residences to Owners or regarding the Age Restrictions, the compliance of the Age-Restricted Community, or the compliance by Occupants or Owners with the Age Restrictions and the Fair Housing Laws and (b) waives any Claims based such matters.

ARTICLE 5

Additional Easements

5.1 Additional Easements; Benefited Parties.

(a) In addition to the Easements and any other easements granted or reserved elsewhere in this Declaration or in the Master Declaration, Declarant hereby declares, establishes, and imposes upon the Age-Restricted Community Area the (a) additional covenants, easements, limitations, and restrictions (collectively, the “**Additional Easements**”) more particularly specified in this Article 5, (b) the Common Area Facilities Risks set forth in Section 5.1(b), (c) limitations on the Additional Easements and other matters to which the Age-Restricted Community Area is, or may be, subject as set forth in Section 5.1(c), and (d) the Golf Course Risks set forth in Section 5.1(d). Unless otherwise specified in this Article 5, the Additional Easements are for the use and benefit of Builder Parties, Declarant, Declarant Parties, Districts, District Parties, Government Agencies, Owners and Owner Parties, and Utility Providers.

(b) Common Area Facilities Risks. Declarant hereby discloses that portions of the Age-Restricted Community Area and the Includible Area adjoin, are adjacent to, border, or are otherwise near the Common Area and are subject to the Common Area Facilities Risks. Each Owner, by acceptance of a deed conveying title to a Lot, and each Owner Party, by occupying a Residence in the Age-Restricted Community Area, (i) assumes, and agrees to

accept, the Common Area Facilities Risks, (ii) acknowledges that portions of the Age-Restricted Community Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Common Area Facilities and are subject to the Common Area Facilities Risks, (iii) discharges and releases Declarant, the Declarant Parties, the Districts, and the District Parties from, and waives, all Claims arising from, based upon, relating to, or resulting from the Common Area Facilities Risks, and (iv) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against Declarant, the Declarant Parties, the Districts, and the District Parties for a Claim arising from, based upon, relating to, or resulting from the Common Area Facilities Risks.

(c) Additional Easements. Notwithstanding anything to the contrary contained herein, the Additional Easements declared, established, granted, and reserved in this Article 5 (i) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Age-Restricted Community Area (including those created by the Master Declaration), (ii) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (iii) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Parcel which is otherwise permitted by the terms of this Declaration or which is otherwise Approved by the Subdistrict. In addition to all easements and rights-of-way of Record at or before Recordation of this Declaration, the Age-Restricted Community Area, and all portions thereof, are subject to the easements shown on Final Plats and created by the Master Declaration.

(d) Golf Course Risks. Declarant hereby discloses that portions of the Age-Restricted Community Area and the Includible Area adjoin, are adjacent to, border, or are otherwise near the Golf Course and the Golf Course Facilities and are subject to the Golf Course Risks. Each Owner, by acceptance of a deed conveying title to a Lot, and each Owner Party, by occupying a Residence in the Age-Restricted Community Area, (i) assumes, and agrees to accept, the Golf Course Risks, (ii) acknowledges that portions of the Age-Restricted Community Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Golf Course and the Golf Course Facilities and are subject to the Golf Course Risks, (iii) discharges and releases Declarant, the Declarant Parties, the Districts, and the District Parties from, and waives, all Claims arising from, based upon, relating to, or resulting from the Golf Course Risks, and (iv) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against Declarant, the Declarant Parties, the Districts, and the District Parties for a Claim arising from, based upon, relating to, or resulting from the Golf Course Risks.

5.2 Common Area Facilities Easement. Declarant hereby declares, establishes, grants, and reserves to itself, Declarant Parties, the Districts, and the District Parties, a nonexclusive Additional Easement over the Age-Restricted Community Area for (a) performing every act necessary and proper for the operation and use of the Common Area Facilities and (b) the effect on a Lot of one or more of the risks disclosed as a Common Area Facilities Risks and including light, noise, odors, sound, and vibrations emanating from the operation and use of the Common Area Facilities for their intended uses and purposes.

5.3 Bungalow Easements. Subject to Section 5.1 above, Declarant hereby creates, declares, establishes, and grants a non-exclusive, permanent, and separate easement (“**Use Easement**”) across, on, and over the Use Easement Premises on each Burdened Lot in the Age-Restricted Community Area. The Use Easement is created, declared, established, and granted upon the following conditions and terms:

(a) Benefited Lot. Each Owner of a Benefited Lot shall have the benefit and use of the Use Easement Premises located on the Burdened Lot with which it is paired, as set forth on Exhibit D and for the purposes, and subject to the conditions, restrictions, and scope of, such Use Easement as set forth in Subsection 5.3(b) below.

(b) Conditions and Scope of Use Easement. The Occupants and Owner of a Benefited Lot shall have the right to enjoy and use the Use Easement Premises on its respective Paired Burdened Lot for Open Space Uses (as set forth in Subsection 5.3(c) below) subject to (i) the Use Easement Restrictions (as set forth in Subsection 5.3(d) below and (ii) compliance with the conditions and terms of this Supplemental Declaration, the Master Declaration, and regulations and rules established from time to time by the Subdistrict.

(c) Open Space Uses. With respect to the use of a Use Easement Premises by Occupants and Owners of a Benefited Lot, the term “**Open Space Uses**” *includes* planting of grass, flowers, and vegetables permitted by the Design Standards and general recreational, picnic, social, and garden area, but *excludes* the planting of bushes, shrubs, and trees on the Use Easement Premises; the installation of a fence on any part of the Use Easement Premises other than the Fence constructed by a Builder; the construction, location, and use of Improvements on the Use Easement Premises; and the location and use of chairs, dog houses, gazebos, hot tubs, patios, trellises, tables, and similar items on the Use Easement Premises.

(d) Use Easement Restrictions. The Use Easement is subject to the following conditions, limitations, reservations, restrictions, and rights of entry (collectively, the “**Use Easement Restrictions**”):

(i) The Occupants and Owners of a Benefited Lot shall not (A) conduct any activity on or otherwise use the Use Easement Premises in any manner, at any time, that unreasonably disturbs the Occupants and Owners of its respective Paired Burdened Lot and (B) decorate, deface, paint, or attach any object to the exterior wall of the Residence located on said Paired Burdened Lot.

(ii) The Owner of a Burdened Lot shall have the right at all reasonable times to enter upon the Use Easement Premises, including the right to reasonably cross over the Benefited Lot that borders on the Use Easement Premises, for the purpose of performing work related to maintenance of the Residence located on the Burdened Lot.

- (iii) A Burdened Lot shall have the right of drainage over, across, and upon the Use Easement Premises for normal precipitation upon and irrigation of the Burdened Lot, and the Owner of the Paired Benefited Lot adjacent to such Use Easement Premises shall not do or permit to be done any act which interferes with such drainage.
 - (iv) The Burdened Lot shall have the right of lateral and subjacent support for the Residence and all improvements now or hereafter constructed upon such Burdened Lot, and no use of the Use Easement Premises shall adversely affect such right of support.
 - (v) The Owner of the Benefited Lot shall be responsible for maintenance, repair, and replacement of the Use Easement Premises to the same extent as if the Use Easement Premises were a portion of such Benefited Lot and owned by the Owner of such Lot and Residence.
 - (vi) The Owner of the Benefited Lot shall not cover, obscure, or otherwise block the window of any Residence on its respective Paired Burdened Lot.
- (e) Mutual Indemnification by Owners of Paired Benefited Lot and Paired Burdened Lot. The Owners of Paired Lots shall indemnify and hold each other harmless as follows:
- (i) The Owner of a Benefited Lot shall indemnify and hold the Owner of the Paired Burdened Lot harmless from damage to any Improvements now or hereafter constructed, erected, or located on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from use of the Use Easement Premises by the Occupant or Owner of such Benefited Lot. The Owner of the Benefited Lot shall acquire and keep in force adequate hazard and liability insurance covering the Use Easement Premises.
 - (ii) The Owner of a Burdened Lot shall indemnify and hold the Owner of the Paired Benefited Lot harmless from damage to any Improvements on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from the exercise by the Owner of a Burdened Lot of its right to enter the Use Easement Premises. The Owner of a Burdened Lot shall acquire and keep in force adequate hazard and liability insurance covering its entry onto the Use Easement Premises of a Burdened Lot.

5.4 Supplemental Covenants. Subject to Section 5.1 above, the Declarant hereby declares, establishes, and imposes upon the Age-Restricted Community Area the covenants, equitable servitudes, limitations, reservations, and restrictions set forth in this Section 5.4 (collectively, the “**Supplemental Covenants**”):

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 for public use an easement for access and utilities across, 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 automobile, boat, camper (on or off supporting vehicle), disabled or inoperative vehicle, motor home, motorcycle, recreational vehicle, snowmobile, towed trailer unit, tractor, trailer, truck, or other vehicle of any description, kind, or type in an Auto Court (collectively, “**Vehicles**”), except to the extent that the Site Plan provides for such parking of Vehicles in a particular Auto Court and in a specific location, (iv) dismantle, maintain, paint or repaint, repair, service, or perform other work on a Vehicle in the Auto Court, or (v) store any container, receptacle, or other object in the Auto Court.

b) Fences. Upon its construction of a Residence on a Lot, a Builder shall construct interior fences (“**Interior Fences**”) and fences around the perimeter (the “**Perimeter Fences**”) at the locations generally depicted on the Site Plan. Owners and Subdistrict 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 Age-Restricted Community 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 Subdistrict 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 Age-Restricted Community Area provided that if an Occupant or an Owner damages a Perimeter Fence, then, upon the demand of the Subdistrict, the Owner shall reimburse the Subdistrict the cost and expense incurred by the Subdistrict 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 described in this Section 5.4(c) of front yards of Residences on Lots within the Residential Clusters, each Owner shall maintain landscaping on its Lot in accordance with the requirements of the

Master Declaration. With respect to Front-Yard Landscaping of Residences on Lots within the Residential Clusters (“**Front-Yard Landscaping**”), each Builder, Owner, and Subdistrict shall comply with the following covenants:

- i) Front-Yard Landscape Plan. The Declarant shall establish a plan (a “**Front-Yard Landscape Plan**”) for the front yard of each Residence of Residences on Lots within the Residential Clusters that will generally depict the location and type of Front-Yard Landscaping. From time to time, the Subdistrict shall have the right to change the Design Standards and/or plantings approved for the Residences on Lots within the Residential Clusters, provided that the Subdistrict shall not require a Builder or an Owner to change Front-Yard Landscaping pursuant to a Front-Yard Landscape Plan Approved by the Subdistrict notwithstanding changes to the Design Standards taking effect after such Approval.
- ii) Installation of Front-Yard Landscaping. Upon its construction of a Residence on a Lot within a Residential Cluster 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 one-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 one-year warranty period, and at its cost and expense, and only after inspection and acceptance by the Subdistrict, the Subdistrict shall be responsible for the maintenance, repair, and replacement of the Front-Yard Landscaping on the Lots within the Residential Clusters 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 Subdistrict, the Owner shall reimburse the Subdistrict the cost and expense incurred by the Subdistrict 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) Structures. In addition to the requirements set forth in Article 8 of the Master Declaration requiring Approval from the 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.
- e) 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) 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 Subdistrict contracts with a 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.

5.5 Modification or Waiver of Additional Easements. The strict application of the Additional Easements and Supplemental Covenants may be modified or waived, in whole or in part, by the Subdistrict if such strict application would be unreasonably or unduly harsh under the circumstances and such modification or waiver is in writing or is contained in written guidelines or rules promulgated by the Subdistrict.

ARTICLE 6

Reservations and Rights

6.1 Limitations and Restrictions. The Age-Restricted Community is subject to all of the conditions, provisions, and terms of the Master Declaration (including, but not necessarily limited to, (a) the covenants, limitations, and restrictions on the Common Area set forth in Section 4 thereof, (b) the easements and disclosures set forth in Section 5 thereof, (c) the architectural approval process set forth in Section 6 thereof, (d) the imposition of a Transfer Fee set forth in Section 7 thereof, and (e) the Declarant's rights and reservations set forth in Section 8 thereof). Nothing contained herein shall abrogate, amend, modify, release, terminate, or waive any provision set forth in the Master Declaration.

6.2 Additional Limitations and Restrictions. In addition to the limitations and restrictions affecting the Master Community, as set forth in Section 5.1 above, the Age-Restricted Community is subject to the additional limitations and restrictions:

(a) The Subdistrict shall have the exclusive authority and power to establish policies, procedures, regulations, and rules regarding the admission to and use of the Age-Restricted Common Areas, and the Age-Restricted Common Area Facilities.

(b) The Subdistrict shall have the authority to enter into agreements with another District to construct, maintain, manage, repair, or replace all or part of the Age-Restricted Common Areas, and the Age-Restricted Common Area Facilities.

(c) The Subdistrict shall have the nonexclusive authority and power to enforce the age limitations and restrictions set forth in Article 4 of the Master Declaration with respect to the Age-Restricted Community and the Age-Restricted Community Area.

(d) The Declarant and the Subdistrict shall have the benefit and use of all of the easements, rights, and rights of way established and reserved by the Declarant in the Master Declaration (including, but not limited to, those specified in Article 5 of the Master Declaration) with respect to the Age-Restricted Community and the Age-Restricted Community Area.

(e) In addition to the Design Standards set forth in the Master Declaration, the Subdistrict or Town Center District may establish additional design standards for Improvements in the Age-Restricted Community. 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 (including, but not necessarily limited to, obtaining the approval of the Town Center District of such proposed Improvements).

6.3 Declarant's Rights and Reservations.

(a) The Declarant shall have, retain, and reserve certain rights as hereinafter set forth with respect to the Lots, which rights shall continue in full force and effect until (i) the time that the last Lot that may be included within the Age-Restricted Community Area has been sold and conveyed by the Declarant to Persons other than the Declarant, a successor Declarant, or a Principal Builder and a certificate of occupancy has been issued for the residence constructed thereon or (ii) the date which is ninety-nine years from the execution hereof, whichever event occurs first.

(b) The rights and reservations hereinafter set forth shall be reserved and excepted from each deed or other instrument by which Declarant conveys any property within the Age-Restricted Community Area and regardless of whether such reservation is specifically stated therein. Declarant may exercise the rights, reservations, and easements reserved and retained hereunder with respect to all parts of the Age-Restricted Community Area and such reservation shall be prior and superior to any other provisions hereof and may not, without the Declarant's prior written and Recorded consent, be modified, amended, rescinded, or affected by any amendment hereof. The Declarant's consent to one such amendment shall not be consent to any other subsequent amendment. The Declarant may assign and convey any of the rights, reservations, and easements hereinafter set forth to a successor Declarant or a Principal Builder or collaterally assign such rights, reservations, and easements to a lender of Declarant; provided, however, that any such assignment or conveyance shall be in writing and shall be effective only upon Recording.

(c) The Declarant reserves the right to develop such number of Lots and other types of Lots as may be designated by the Declarant hereunder and as the City may approve within the Age-Restricted Community Area. No provision hereof shall be construed to prevent or limit the rights of the Declarant or a Principal Builder to (i) complete development of property within the boundaries of the Age-Restricted Community Area or elect not to complete development of any part of the Age-Restricted Community Area, (ii) construct or alter Improvements on any property owned by the Declarant or a Principal Builder within the Age-Restricted Community Area provided that all such construction is approved by the Declarant and conforms to the requirements hereof, (iii) maintain model Residences, offices for construction, construction storage yards and staging areas, Principal Builder and Declarant offices, sales offices, parking areas, or similar facilities on any property owned by the Declarant, a Principal Builder, Persons affiliated with the Declarant or a Principal Builder, or on any portion of the Common Area that has not been developed and completed as a Common Area Facility, or (iv) post signs or do any other act or thing incidental to

development, construction, offer, promotion, marketing, or sales of property within the boundaries of the Age-Restricted Community Area.

(d) Nothing contained in this Supplemental Declaration shall limit the right of the Declarant or a Principal Builder or require the Declarant or a Principal Builder to obtain approvals from any District or any other Owners to (i) excavate, cut, fill, or grade any property owned by the Declarant or by a Principal Builder with approval of the Declarant, (ii) construct, alter, demolish, or replace any Improvements on any property owned by the Declarant or a Principal Builder, (iii) use any structure on any property owned by the Declarant or a Principal Builder as a construction office, model Residence, Principal Builder office, Declarant office, or real estate sales office in connection with the development and sale of any property within the boundaries of the Age-Restricted Community Area, (iv) store construction materials, supplies, equipment, tools, waste or other items on property within the Age-Restricted Community Area that is owned by the Declarant or a Principal Builder, or (v) seek or obtain the approval of any District for any such activity or Improvement to Property on any property owned by the Declarant or a Principal Builder. Nothing in this Supplemental Declaration shall limit or impair the rights reserved by the Declarant or granted to Principal Builders as elsewhere provided in the Master Declaration or this Supplemental Declaration.

(e) The Declarant and the Subdistrict shall have and hereby reserve the right, but shall not be obligated to, construct additional Improvements on Age-Restricted Common Areas at any time and from time to time in accordance with this Supplemental Declaration for the improvement and enhancement thereof and for the benefit of the Owners.

(f) The Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, drainage, Utilities, and other purposes incident to development and sale of the Age-Restricted Community Area located in, on, under, over, and across Lots owned by the Declarant or a Principal Builder and Age-Restricted Common Areas.

(g) The Declarant shall have and hereby reserves the right to reasonable use of the Age-Restricted Common Areas and Lots owned by the Declarant or a Principal Builder in connection with the promotion and marketing of the Age-Restricted Community Area. Without limiting the generality of the foregoing, the Declarant and, with the Declarant's written consent, a Principal Builder, may (i) erect and maintain on any part of the Age-Restricted Common Areas and Lots owned by the Declarant or a Principal Builder such signs, temporary buildings, and other structures as the Declarant or such Principal Builder may reasonably deem necessary or proper in connection with the promotion, development, and marketing and sales of real property within the Age-Restricted Community Area, (ii) use vehicles and equipment on Age-Restricted Common Areas and Lots owned by the Declarant or a Principal Builder for promotional purposes, (iii) permit prospective purchasers of property within the boundaries of the Age-Restricted Community Area who are not Owners to use Age-Restricted Common Areas at reasonable times and in reasonable numbers, and (iv) refer to the Age-Restricted Common Areas in connection with the development, promotion, and marketing of property within the boundaries of the Age-Restricted

Community Area. Notwithstanding the foregoing, neither the Declarant nor a Principal Builder shall have the right to use for the purposes described in this Section 6.3 any portion of the Age-Restricted Common Areas that have been developed and completed as an Age-Restricted Community Area Facility.

(h) Modification of Age Restrictions. Declarant reserves the right to modify the Age Restrictions and this Supplemental Declaration to the extent that, in the discretion and judgment of Declarant, Declarant determines is desirable or necessary to (i) comply with Applicable Law and the Fair Housing Laws, (ii) maintain the exemption of the Age-Restricted Community Area from the familial status limitations contained in the Fair Housing Laws as an Age-Restricted Community Area intended for, and limited to, occupancy and ownership by senior Persons aged fifty-five years and older as set forth in this Supplemental Declaration, or (iii) comply with the procedures, promulgations, regulations, requirements, and rules of Government Mortgage Agencies providing financing secured by First Mortgages Residences in the Age-Restricted Community Area.

(i) Supplemental Declarations. Declarant reserves the right to (i) Record a Supplemental Declaration that Declarant that subjects the real property described in such Supplemental Declaration to the conditions, covenants, easements, equitable servitudes, limitations, reservations, or restrictions set forth in this Supplemental Declaration as well as such additional conditions, covenants, easements, equitable servitudes, limitations, reservations, or restrictions that Declarant may determine and (ii) Approve any Supplemental Declaration that a Builder or other Person desires to Record with respect to all or part of the real property located in the Age-Restricted Community Area or the Includible Area. To be effective as an Inclusion Document, a Supplemental Declaration shall contain the information set forth in Article 3 with respect to the addition of Included Property to the Age-Restricted Community Area.

6.4 Successor Declarant. The Declarant may designate as a “**Successor Declarant**” any Person that acquires some or all of the then remaining interest of the Declarant in the Age-Restricted Community Area or the Includible Property by Recordable instrument. Upon execution and delivery of such instrument by the Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of the Declarant under this Supplemental Declaration with respect to the property acquired by such Successor Declarant and all references to the Declarant contained herein shall refer to such Successor Declarant.

6.5 Advisory Board. The Subdistrict may (a) create an advisory board (the “**Advisory Board**”) composed of Owners of Residences to advise it with respect to the Age-Restricted Community Area, (b) determine the manner of selecting and the number of members of such board, (c) determine the scope of the 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. In furtherance of this intention and as provided in Section 7.2, the Persons (“**Bound Parties**”) bound by this Article 7 are (a) Builders, (b) Declarant, (c) the Districts, (d) Occupants, Owners, and Owner Parties, (g) 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 (h) any Person asserting a Claim by, through, or under any of such Persons.

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 the Age Restrictions, this Supplemental Declaration, the District, the Governing Documents, the Improvements, the Regulations and Rules, and the Additional Easements 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 Claims by Districts. The Subdistrict shall have the right to enforce the Master Declaration and the Additional Easements without having to mediate or arbitrate such Claims pursuant to this Article 7. The Subdistrict shall have the right to enforce Age Restrictions and the Regulations and Rules 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 Claims by Mortgagees. 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 permitted by Applicable Law (including the foreclosure of Mortgages and the appointment of a receiver).

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 Residence, each Occupant, Owner, and Owner Party 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 any court having jurisdiction over such matters in the City and County of Denver, Colorado may enter and enforce judgment upon an Arbitration award.

(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 Residence 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 Residence, whether by a deed from 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, Declarant, the Districts, the District Parties, the Lots, the Parcels, the Residences, 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

Miscellaneous

8.1 Term of Supplemental Declaration. Unless amended as herein provided, 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 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 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 or any part or provision of 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 Subdistrict, 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 Declarant, First Mortgagees, HUD or VA, Subdistrict, 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. Owners may amend this Section 8.2(a) only if the Owners have received the Approvals set forth in clauses (i) through (v) of this Section 8.2(a).

(b) Manner of Amendment. An amendment or modification of this Supplemental Declaration shall be made in a Recorded instrument that has been executed and acknowledged by the Subdistrict in which the Subdistrict certifies that (i) the amendment or modification has received the requisite Approvals of Declarant, First Mortgagee, HUD or VA, Owners, and Builders set forth in Sections 8.2(a) and 8.3 and (ii) the Subdistrict 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 Subdistrict in copying or making such Approvals available for copying.

8.3 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 that 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 Subdistrict 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 Age-Restricted Community which has filed written request with the Subdistrict to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to (a) receive Notice from the Subdistrict 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 Subdistrict learns of such default; (b) examine the books and records of the Subdistrict 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 Communications and Notices. Unless specified otherwise herein, any approval, consent, demand, notice, or other communication (collectively, a "**Communication**") that is permitted or required to be given under this Supplemental Declaration must be made in writing, then it may be given either (a) personally or (b) by facsimile, mail, overnight delivery, or telephone. If the Communication is given personally, it shall be deemed given the date and time received by the recipient of the Communication. If the Communication 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 Communication is served by facsimile, then it shall be sent to any facsimile number designated in writing by the recipient of the Communication 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).

8.6 Persons Entitled to Enforce Supplemental Declaration. The Declarant, any Principal Builder, the Subdistrict, and any Owner of a Lot (all of whom shall be deemed to be aggrieved Persons with respect to any alleged violation hereof) shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Supplemental Declaration against any property within the Age-Restricted Community Area and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision hereof.

8.7 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within the Age-Restricted Community Area is hereby declared to be a violation hereof and shall be subject to any and all enforcement procedures set forth in this Supplemental Declaration.

8.8 Disclaimer Regarding Safety and Age-Restricted Common Area Facilities Risks. THE DECLARANT, THE DISTRICTS, AND THE PRINCIPAL BUILDERS HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE AGE-RESTRICTED COMMUNITY AREA. ANY OWNER OF PROPERTY WITHIN THE AGE-RESTRICTED COMMUNITY AREA (A) ACCEPTS THE AGE-

RESTRICTED COMMON AREA FACILITIES RISKS, (B) WAIVES AND RELEASES ANY CLAIM THAT IT MIGHT HAVE ARISING FROM OR BASED UPON THE AGE-RESTRICTED COMMON AREA FACILITIES RISK, AND (C) ACKNOWLEDGES THAT THE BOARDS OF DIRECTORS, THE CONSENTING PARTIES, THE DECLARANT, THE DISTRICTS, THE OFFICERS, AND THE PRINCIPAL BUILDERS ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE AGE-RESTRICTED COMMUNITY AREA, AND HAVE NO DUTY OR LIABILITY WITH RESPECT TO THE AGE-RESTRICTED COMMON AREA FACILITIES RISKS ACCEPTED AND ASSUMED HEREBY.

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

8.10 Costs and Attorneys' Fees. In any action or proceeding under this Supplemental Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

8.11 Limitation on Liability. The Boards of Directors, the Declarant, any District, the Officers, the Principal Builders, and any member, manager, owner, officer, director, 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.

8.12 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, any Principal Builders, any District or their agents or employees in connection with any portion of the Age-Restricted Community Area, or any Improvement thereon, its or their physical condition, zoning, compliance with applicable laws, 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 writing.

8.13 Liberal Interpretation. The provisions hereof shall be liberally construed as a whole to give effect to the purpose hereof.

8.14 Binding on Successors. The obligations and agreements of the Owners, their successors and assigns, shall run with the Age-Restricted Community Area (including the Includible Area to the extent the provisions hereof relate to the Includible Area before inclusion to the Age-Restricted Community Area) and all Lots located within the Age-Restricted Community Area and shall inure to the benefit of the Declarant, Principal Builders, the Districts, any Association, any Subdistrict, and all of their respective successors and assigns, 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 Age-Restricted Community Area. Should the Age-Restricted Community Area be increased by the inclusion of additional property to the Supplemental Declaration, the conditions, covenants, and restrictions contained in this Supplemental Declaration shall be binding upon all purchasers of Lots and the provisions hereof shall apply to any and all such purchasers, and their respective successors and assigns. Should any portion of the Age-Restricted Community Area be

utilized as rental or lease property, Owners, for themselves, their successors and assigns, further agree that the conditions, covenants, and restrictions contained herein shall be binding upon all Residents (including all renters, lessees, and tenants) of all or any portion of the Age-Restricted Community Area.

8.15 Governing Law. The laws of the State of Colorado shall govern the interpretation of this Supplemental Declaration.

8.16 Severability; Interpretation. Each of the provisions hereof shall be independent and severable. The invalidity or unenforceability (or the partial validity or partial the 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.

8.17 Business Days. If the date for the performance of any term or obligation hereof occurs on a date upon which national banks are not open for business, then such date will be extended to the next day upon which national banks are open for business.

8.18 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

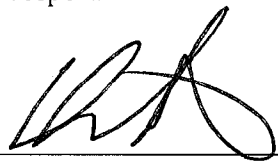
8.19 Captions for Convenience. The titles, headings, and captions used in this Supplemental Declaration are intended solely for convenience of reference and shall not be construed in construing any of the provisions hereof.

[Signature of the Declarant is on the next page]

THE DECLARANT has executed and delivered this Supplemental Declaration of Covenants, Conditions and Age Restrictions for Fairway Villas II at Green Valley Ranch Golf Club, An Age 55 and Older Community (Green Valley Ranch Filing No. 45) effective as of the date of its Recordation.

Declarant:

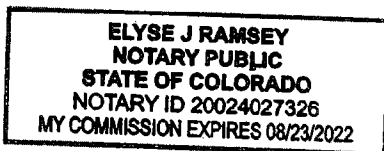
CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation

By: 
David Bracht, Assistant Secretary

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

The foregoing instrument was acknowledged before me this 30TH day of October, 2018, by David Bracht as Assistant Secretary of Clayton Properties Group II, Inc., a Colorado corporation, Declarant.

WITNESS my hand and official seal.



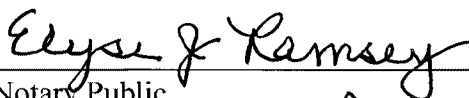

Notary Public
My commission expires: Aug 23, 2022

EXHIBIT A

(Initial Property Included in Age-Restricted Community Area)

The following described real property located in the City and County of Denver, State of Colorado:

Block 1, Lot 1,
Block 2, Lots 5-12, inclusive,
Block 1, Lots 17-57, inclusive,
Block 2, Lots 1-14, inclusive,
Block 2, Lots 17-29, inclusive,
Block 3, Lots 1-21, inclusive, and
Block 4, Lots 1-38, inclusive,
GREEN VALLEY RANCH FILING NO. 45,
according to the plat thereof recorded February 1, 2018, at Reception No. 2018012500,
City and County of Denver, State of Colorado.

Block 1, Lots 2A, 3A, and 4A, inclusive,
GREEN VALLEY RANCH FILING NO. 45,
according to the Parcel Reconfiguration recorded March 23, 2018, at Reception No.
2018034195, City and County of Denver, State of Colorado.

Block 1, Lots 13A and 14A, inclusive,
GREEN VALLEY RANCH FILING NO. 45
according to the Parcel Reconfiguration recorded March 23, 2018, at Reception No.
2018034196, City and County of Denver, State of Colorado.

Block 2, Lots 15A, 16A, and 30,
GREEN VALLEY RANCH FILING NO. 45
according to the Parcel Reconfiguration recorded March 23, 2018, at Reception No.
2018034194, City and County of Denver, State of Colorado.

EXHIBIT B
(Includible Area)

None.

EXHIBIT C
(List of Residential Clusters)

Residential Clusters	
Block	Lots
Block 1	Lots 29, 30, 31, and 32
	Lots 33, 34, 35, 36, and 37
	Lots 38 and 39
	Lots 40 and 41
	Lots 42, 43, 44 and 45
Block 2	Lots 1, 2, 3, and 4
	Lots 5, 6, 7, and 8
	Lots 9, 10, 11, and 12
	Lots 13, 14, 15A, and 16A
	Lots 18, 19, 20, and 21
	Lots 22, 23, 24, and 25
	Lots 26, 27, 28, and 29
Block 3	Lots 1, 2, 3, and 4
	Lots 5, 6, 7, and 8
	Lots 9, 10, and 11
	Lots 12, 13, 14, and 15
	Lots 16 and 17
	Lots 18, 19, 20, and 21
Block 4	Lots 1, 2, 3, 4, and 5
	Lots 6, 7, 8, 9, 10, and 11
	Lots 12, 13, 14, and 15
	Lots 16, 17, 18, 19, and 20
	Lots 21, 22, 23, 24, 25, and 26

Notes:

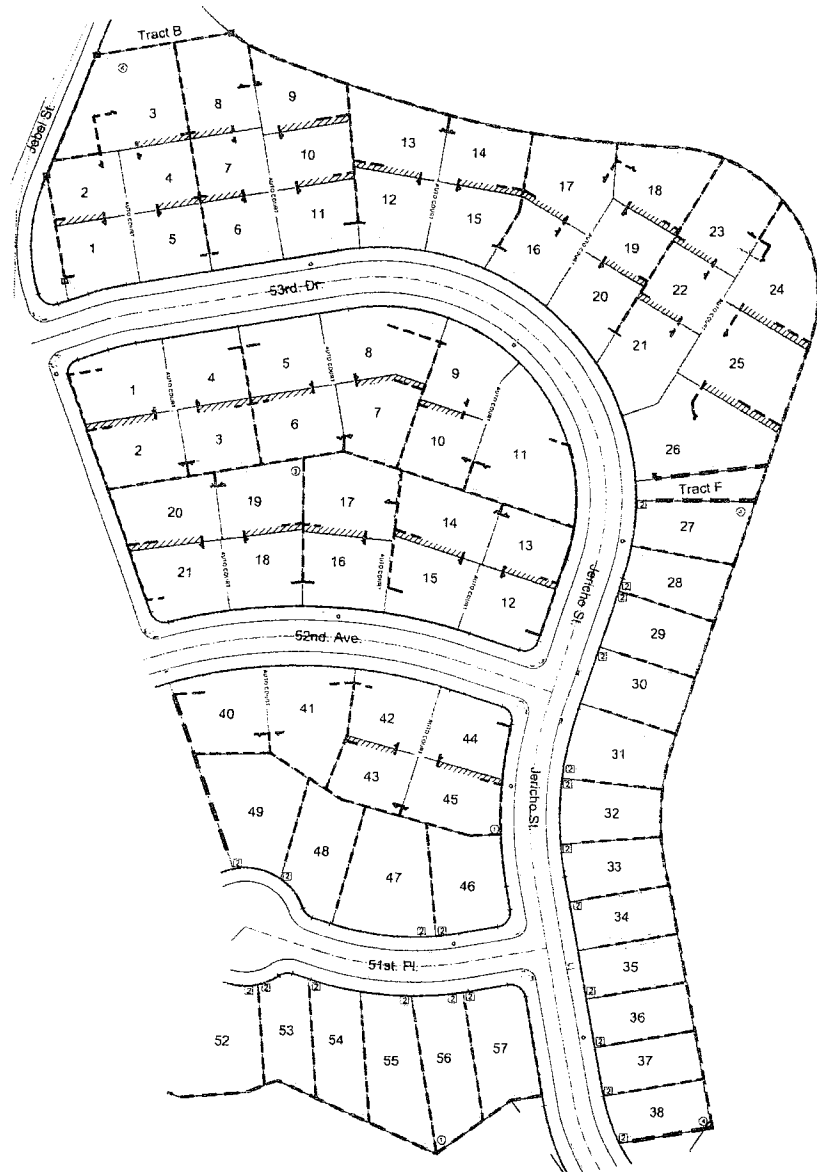
The Final Plat and Site Plan generally depict the location of each Residence in a Residential Cluster and its relationship to its respective Auto Court and the other Residences in its Residential Cluster.

EXHIBIT D
(Paired Lots)

Block	Benefited Lot	Burdened Lot
Block 1	Lot 29	Lot 30
	Lot 32	Lot 31
	Lot 33	Lot 34
	Lot 37	Lot 36
	Lot 38	Lot 39
	Lot 42	Lot 43
	Lot 44	Lot 45
Block 2	Lot 1	Lot 2
	Lot 4	Lot 3
	Lot 5	Lot 6
	Lot 8	Lot 7
	Lot 9	Lot 10
	Lot 12	Lot 11
	Lot 13	Lot 14
	Lot 16A	Lot 15A
	Lot 18	Lot 19
	Lot 21	Lot 20
	Lot 22	Lot 23
	Lot 25	Lot 24
	Lot 26	Lot 27
Lot 29	Lot 28	
Block 3	Lot 1	Lot 2
	Lot 4	Lot 3
	Lot 5	Lot 6
	Lot 8	Lot 7
	Lot 9	Lot 10
	Lot 12	Lot 13
	Lot 15	Lot 14
	Lot 16	Lot 17
	Lot 18	Lot 19
	Lot 21	Lot 20
Block 4	Lot 1	Lot 2
	Lot 4	Lot 3
	Lot 5	Lot 4
	Lot 6	Lot 7
	Lot 7	Lot 8
	Lot 10	Lot 9
	Lot 11	Lot 10
	Lot 12	Lot 13

	Lot 15	Lot 14
	Lot 16	Lot 17
	Lot 19	Lot 18
	Lot 20	Lot 19
	Lot 21	Lot 22
	Lot 22	Lot 23
	Lot 25	Lot 24
	Lot 26	Lot 25

EXHIBIT E
(Site Plan)
Attached



- - - - - Privacy Fence
- - - - - Open Rail Metal Fence
- - - - - Open Rail Wood Fence
- ==== Benefit/Burden Area
- - Private Driveway Off Street Parking

GVR FILING 45

Fencing Exhibit

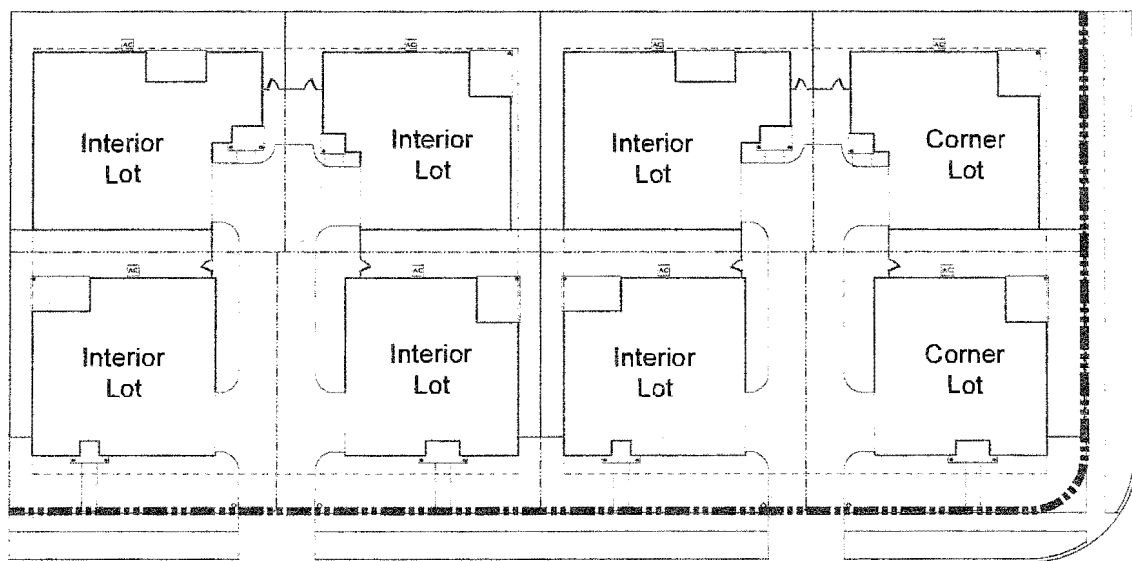
terraccina design
 10200 E Girard Ave. Ste 4-314
 Denver, CO 80231
 ph: 303.432.8667



Scale: 1"=150'



October 29, 2018






Lot Typicals

Scale: 1" = 40'

MOTOR COURT TYPICAL LOT DETAIL
 B1: L29-L45; B2: L1-L29; B3: L1-L21; B4: L1-L26
 SCALE: 1" = 20'

LEGEND

-  ZONE LOT LINE
-  OWNERSHIP PARCEL
-  FENCE LINE

GVR FILING 45
 Details



10/20/2018 10:00 AM C:\Users\jgarcia\OneDrive\Documents\2018140125\2018140125.dwg Plot: 1/4" = 40' Scale: 1/4" = 40'