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

FOR

FAIRWAY VILLAS AT GREEN VALLEY RANCH GOLF CLUB

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND AGE RESTRICTIONS FOR FAIRWAY VILLAS AT GREEN VALLEY RANCH GOLF CLUB (the "Supplemental Declaration"), dated for reference purposes as of November 15, 2011, is made by OAKWOOD HOMES LLC, a Colorado limited liability company (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 or Section 6.2 below.

RECITALS:

A. The Master Declaration establishes and sets forth certain conditions, covenants, reservations, and restrictions affecting the Master Community. The Fairway Villas 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 Fairway Villas Project Area.

C. The Declarant is the Owner of the Fairway Villas Project Area. The Declarant has decided that it will (1) establish and impose additional conditions, covenants, reservations, and restrictions that will affect the Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area to (a) enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the Fairway Villas 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 Fairway Villas Community Area.

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ARTICLE 1
General

1.1 Fairway Villas Project Area.

(a) The Declarant intends to develop the Fairway Villas Project Area as a planned community (the "Fairway Villas 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 Fairway Villas Community to only those Persons who are Permitted Residents.

(b) The Declarant hereby declares that the Fairway Villas Community Area and all other property that hereafter becomes a part of the Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas Community is a planned community, as that term is defined in C.R.S. § 38-33.3-103.3(22). This Supplemental Declaration does not impose any liability on any Residence, Lot, or portion of the Fairway Villas Community Area for the payment of common expenses. Accordingly and pursuant to

C.R.S. § 38-33.3-116(2), the Fairway Villas 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.

“Applicable Laws” means (a) the Act, to the extent applicable to the Fairway Villas 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 Fairway Villas Community.

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

“Declarant” means Oakwood Homes LLC, a Colorado limited liability company, 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.

“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 Fairway Villas Community Area.

“Fair Housing Laws” means (a) the Fair Housing Act (42 USC §§ 3601 to -3619, inclusive), as amended, together with all acts, laws, procedures, regulations, rules, statutes, and other federal laws relating to familial status and housing and (b) CRS §§ 24-34-501 to -510, inclusive) as amended, together with all acts, laws, procedures, regulations, rules, statutes, and other laws of the State of Colorado relating to familial status and housing.

“Fairway Villas Common Area” means those parts of the Fairway Villas Community that are owned by the Subdistrict.

“Fairway Villas Common Area Facilities” means the public facilities that are located on the Fairway Villas Common Area. The Fairway Villas 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 Fairway Villas 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 "Fairway Villas Common Area Facilities" only applies to those facilities that are actually constructed.

"Fairway Villas Common Area Facilities Risks" means and includes all risks attendant to or associated with the operation of public facilities similar to the Fairway Villas 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 Fairway Villas Common Area Facilities, (b) lights and noise associated with the Fairway Villas Common Area Facilities, and (c) trespass, acts, or omissions of persons employed in connection with, using, or otherwise on the Fairway Villas Common Area Facilities.

"Fairway Villas Community" has the meaning set forth in Section 1(a) hereof.

"Fairway Villas 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 Fairway Villas Community Area in the manner more particularly set forth in Article 3 hereof.

"Fairway Villas Project Area" means the aggregate of (a) the Fairway Villas 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 Fairway Villas Community Area and thereby make subject to this Supplemental Declaration.

"First Mortgage" means a mortgage or deed of trust or other such instrument encumbering a Lot that (a) is given voluntarily by a Mortgagor to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt and (b) has priority over all other security interests in a Lot, other than statutory liens for taxes and special assessments. The term "First Mortgage" includes an executory land sales contract wherein the Administrator of 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.

"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.

"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 Fairway Villas 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 Fairway Villas Community Area.

"Lease" means and refers to any agreement for the leasing or rental of a Lot, and shall specifically include, without limitation, a month-to-month rental.

"Lot" means any lot or parcel of land within the Fairway Villas Community Area upon which a builder 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 HC Development & Management Services, Inc., which is the successor master declarant pursuant to an Assignment of Declarant's Rights Recorded

November 1, 2002, at Reception No. 2002206893 in the real estate records of the City & County of Denver, Colorado.

"Master Declaration" means that certain Supplemental 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.

"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 Fairway Villas 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 Fairway Villas 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.

"Owner" means a Person or Persons, including the Declarant, who hold fee simple title of Record to a Lot or any portion of the Fairway Villas Common Area, including sellers under executory contracts of sale, but excluding buyers thereunder.

"Permitted Resident" means a natural Person who is twenty-five years of age or older who is residing with a Qualifying Resident. **No natural Person who is under the age of twenty-five years can reside within the Fairway Villas Community.** 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 twenty-five 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 Fairway Villas Community to fail to qualify, or become in imminent risk of falling 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 Oakwood Homes LLC, a Colorado limited liability company, which was designated a Principal Builder by the Master Declarant pursuant to the Master Declaration.

"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 4.9 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.

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

"Subdistrict" means the Town Center Metropolitan District Subdistrict No. 1.

"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.

"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).

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 Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area in phases so long as such Including Party owns any part of the Fairway Villas 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 Fairway Villas Community Area shall be (a) substantially the same style, quality, size, and cost as Residences previously constructed in the same portion of the Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area. An Including Party shall accomplish such inclusion to the Fairway Villas 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 Fairway Villas Project Area that dedicates or conveys portions of Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area, (c) contain an adequate legal description of the Included Property being withdrawn from the Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Restrictions. As is more particularly set forth herein, occupancy of Residences in the Fairway Villas Community is limited to Qualifying Residents and Permitted Residents. The Declarant intends that the Fairway Villas Community be a community exempt from the familial status limitations contained in the Fair Housing Laws. Accordingly, each Residence must be occupied by at least one Qualifying Resident; provided, however, that Persons (and their family members residing on the same Residence) hired by the Subdistrict who perform substantial duties related to the management or maintenance of the facility or community, and/or Persons necessary to provide a reasonable accommodation to disabled residents, may occupy a Residence even though such Residence is not occupied by a Qualifying Resident. Notwithstanding the foregoing, as provided hereinabove and the provisions of this Article, under certain limited circumstances, a Permitted Resident may occupy a Residence in the absence of a Qualifying Resident.

4.2 Applicability of Age Restrictions. The occupancy regulations of this Article regarding age restrictions apply to all Occupants of a Residence, whether Owners, family members, roommates, tenants, or otherwise, and to all leases, rentals, transfers, and conveyances of any sort as well as sales.

4.3 Owner's Duty to Ascertain Age of Purchaser or Tenant. It shall be the duty and obligation of each record Owner, before selling, conveying, leasing, renting, or transferring such Owner's Residence, to ascertain that, after purchase or lease, at least one occupant will be a Qualifying Resident, subject to the provisions above, and shall further confirm this fact to the Subdistrict at least ten business days before any conveyance or the effective date of any lease, in the form of an affidavit as determined by the Subdistrict from time to time, the current example of which is attached hereto as Exhibit C, which affidavit is to be executed by the purchaser or the Owner and tenant of the Residence. The selling Owner shall be responsible for the proper execution of the affidavit and shall deliver it to the Subdistrict promptly after the closing of the purchase and sale of the selling Owner's Residence.

4.4 Responsibility for Compliance. The ultimate responsibility for compliance with the covenants and restrictions (the "Occupancy Restrictions") set forth in this Article 4 rests with the Owners. It is the duty and obligation of each Owner to comply herewith and with the Occupancy Restrictions and to make notification to the Subdistrict as provided in Section 4.5 hereof. Each Owner acknowledges that the pattern of re-sales of Residences can be difficult to control or predict, and that compliance with the restrictions relating to Qualifying Residents depends on the cooperation of the Owners as a whole.

4.5 Delegation of Authority to Subdistrict. The Declarant, for itself and its successors (including all Owners of Lots and Residences in the Fairway Villas Community) hereby assigns and delegates to the Subdistrict the authority and power to enforce the Occupancy Restrictions and the provisions of this Article 4, as follows:

(a) Subject to Applicable Law, the Subdistrict shall (i) adopt, establish, and promulgate appropriate policies, procedures, regulations, and rules regarding compliance with the Occupancy Restrictions that the Subdistrict deems appropriate, desirable, or necessary and (ii) have the authority, duty, power, and right to (A) establish and levy fines against Owners who do not comply with the policies, procedures, regulations, and rules regarding compliance with the Occupancy Restrictions and (B) enforce the Occupancy Restrictions by such remedies and remedies as may be available to special districts established pursuant to Title 32, Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time (including, but not limited to, (1) the commencement of civil actions against Owners to collect such fines and specifically enforce the Occupancy Restrictions against such Owners by injunction or otherwise and (2) recording and enforcing by foreclosure liens against the Lots and Residences of Owners who fail to comply with the Occupancy Restrictions).

(b) By accepting title to a Lot or occupying a Residence, each Owner and Occupant agrees to comply with (i) the Occupancy Restrictions and (ii) the policies,

procedures, regulations, and rules that the Subdistrict adopts, approves, establishes, and promulgates from time to time regarding the Occupancy Restrictions.

(c) The Subdistrict shall assist in the monitoring of compliance with the terms hereof by maintaining records of the age of Occupants of each Residence and periodically updating such records, as more fully provided in Section 4.6 hereof.

(d) The Subdistrict shall have the authority and right to contract with a professional management company to perform some or all of its duties hereunder. Any agreement for professional management of the Subdistrict's business or any other contract providing for services of a Declarant shall have a maximum term of one (1) year, and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than thirty (30) days' prior written notice.

(e) This provision constitutes the designation of the Subdistrict as the entity responsible for enforcement of the conditions, covenants, reservations, and restrictions established by this Supplemental Declaration.

4.6 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:

(a) The Subdistrict shall establish, publish, and adhere to policies and procedures that demonstrate the intent to provide housing for older persons, including, but not limited to, affidavits and reliable surveys for verification of occupancy.

(b) As more particularly set forth in Section 4.7 below, all Owners shall provide and the Subdistrict shall accept any one of the following documentation, so long as the same contains specific information about the current age or date of birth of the occupant(s): (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 the unit is a Qualifying Resident; or (viii) other documentation mandated by or acceptable under the Fair Housing Laws.

(c) 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.

4.7 Owner's Duty 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 one or more tenants are occupying the Residence, then the Owner(s) shall obtain such information from each tenant and furnish such information to the Subdistrict in compliance with the preceding sentence. The Subdistrict may

establish and enforce penalties, including without limitation 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.

4.8 Underage Guests. Any Qualifying Resident and any Permitted Resident may have as guests Persons less than twenty-five years of age for a period not exceeding six consecutive weeks and a total of ninety days in any twelve-month period, for each such guest.

4.9 Exemption and Release for Declarant and Principal Builder. Except as provided in the following sentence, the 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 Fairway Villas Community to fail to qualify for the exemption for housing for older persons under the Fair Housing Laws. The Declarant is not exempt, however, from the requirement that all residents of each Residence must be at least twenty-five years of age. Further, each Owner releases the Declarant, the Principal Builder, and their respective subsidiaries, affiliates, officers, directors, shareholders, employees, agents, receivers, representatives, predecessors, successors and assigns from and against any and all claims, losses, causes of action, suits, or demands that may be made or claimed by or through any Owner with regard to age restrictions or compliance therewith.

ARTICLE 5

Reservations and Rights

5.1 Limitations and Restrictions. The Fairway Villas 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.

5.2 Additional Limitations and Restrictions. In addition to the limitations and restrictions affecting the Master Community, as set forth in Section 5.1 above, the Fairway Villas 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 Fairway Villas Common Areas, and the Fairway Villas 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 Fairway Villas Common Areas, and the Fairway Villas 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 Fairway Villas Community and the Fairway Villas 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 Fairway Villas Community and the Fairway Villas 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 Fairway Villas 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).

5.3 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area or elect not to

complete development of any part of the Fairway Villas Community Area, (ii) construct or alter Improvements on any property owned by the Declarant or a Principal Builder within the Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area, (iv) store construction materials, supplies, equipment, tools, waste or other items on property within the Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area located in, on, under, over, and across Lots owned by the Declarant or a Principal Builder and Fairway Villas Common Areas.

(g) The Declarant shall have and hereby reserves the right to reasonable use of the Fairway Villas Common Areas and Lots owned by the Declarant or a Principal Builder in connection with the promotion and marketing of the Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area, (ii) use vehicles and equipment on Fairway Villas 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 Fairway Villas Community Area who are not Owners to use Fairway Villas Common Areas at reasonable times and in reasonable numbers, and (iv) refer to the Fairway Villas Common Areas in connection with the development, promotion, and marketing of property within the boundaries of the Fairway Villas 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 5.3 any portion of the Fairway Villas Common Areas that have been developed and completed as a Fairway Villas Community Area Facility.

5.4 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 Fairway Villas 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.

5.5 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 Fairway Villas 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 6 Alternative Dispute Resolution

6.1 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation. Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 6.5 below. By acceptance of a deed for a Lot, each Owner agrees to abide by the terms of this Article 6. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article.

6.2 Definitions Applicable to this Article. For this Article 6 only, the following terms have the meanings set forth below:

"Arbitrator" means (a) the American Arbitration Association or (b) such other Arbitrator as the Parties may agree in writing.

"Bound Party" means each of the following: (a) any Principal Builder or other builder, together with their respective officers, directors, employees, and agents and (b) any

Person not otherwise subject to this Supplemental Declaration who agrees to submit to this Article.

"Claimant" means any Bound Party having a Claim.

"Claim" means, except as exempted by the terms of this Article, any claim, grievance, or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including, without limitation, those arising out of or related to (i) 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; (ii) the design or construction of improvements; and (iii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

"Notice" means the written notification that (a) is given by a Claimant to a Respondent and (b) complies with the requirements of Section 6.5 below.

"Party" means the Claimant and the Respondent individually and **"Parties"** means the Claimant and the Respondent collectively.

"Respondent" means any Bound Party against whom a Claimant asserts a Claim.

"Rules" means (a) the Construction Industry Arbitration Rules of the American Arbitration Association Industry Arbitration Rules and the Procedures for Large, Complex Construction Disputes of the American Arbitration Association then in effect, (b) if the Parties select an Arbitrator other than the American Arbitration Association, then the rules selected by such Arbitrator, or (c) such other rules as the Parties may agree in writing.

"Termination of Mediation" means a period expiring thirty days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

"Termination of Negotiations" means a period expiring thirty (30) days after the date of the Notice (or such other period as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

6.3 Condition Precedent. Before any Bound Party commences any proceeding to which another Bound Party is a party, including but not limited to an alleged defect of any improvement, the Respondent shall have the right to be heard by the Claimant and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

6.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of Section 6.5 below. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 6.5 below:

(a) Any action brought by a District to enforce the limitations, Occupancy Restrictions, and other restrictions contained in this Supplemental Declaration or in the Master Declaration.

(b) Any suit between or among Owners, which does not include the Declarant, the Master Declarant, or a Principal Builder; and

(c) Any suit in which any indispensable party is not a Bound Party,

6.5 Procedure.

(a) Before proceeding with any claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely (i) the nature of the Claim, including all Persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) The Parties shall make every reasonable effort to meet in person and confer for resolving the Claim by good faith negotiation in accordance with the following:

(i) If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) Upon a Termination of Negotiations, Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the Arbitrator in accordance with the Arbitrator's mediation rules, as appropriate.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) The party conducting the mediation shall document any settlement of the Claim in a written that the mediator and the Parties all sign. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation terminated.

(v) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(vi) If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with subsection 6.5(b)(iv) above and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or

initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section 6.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(c). The Parties shall arbitrate Claims in accordance with the United States Arbitration Act (9 U.S.C. §§ 1 through -16, inclusive) and as follows:

(i) Upon Termination of Mediation, if a Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the Arbitrator in accordance with the Rules, as appropriate. 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. To the extent feasible, the Arbitrator shall have expertise in the area(s) of dispute (including legal expertise if legal issues are involved).

(ii) Each Party shall bear its own costs and expenses, and an equal share of the Arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, 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 Party. The Arbitrator shall make all decisions respecting the arbitrability of any Claim.

(iii) 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 Party nor an Arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

6.6 Construction Defect Action Reform Act. The Declarant does not intend that the provisions of this Supplemental Declaration be applied as an express waiver of, or limitation on, an property owner's legal rights, remedies, or damages provided by the "Construction Defect Action Reform Act," Part 8 of Article 20, Title 13, or provided by the "Colorado Consumer Protection Act," Article 1, Title 6, as described in Section 806 of Article 20, Title 13, Colorado Revised Statutes, or on the Buyer's ability to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose. Damages claimed or recovered by an Owner in connection with the Residence shall be limited as set forth in the foregoing statutes.

6.7 Amendment. Notwithstanding anything to the contrary contained in this Supplemental Declaration, for a period commencing as of the termination of the Period of Master Declarant Control and ending twenty years thereafter, all of the Owners must consent in advance in writing to amend this Article 6.

ARTICLE 7
Miscellaneous

7.1 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 terminated by the vote, by written ballot, of Owners holding title to at least ninety percent (90%) of the Lots within the Fairway Villas Community Area. The Owners shall evidence a termination of this Supplemental Declaration by an agreement or ratification thereof (a "Termination Agreement") that (a) the requisite number of Owners have executed, (b) specifies the date after which the Termination Agreement will be void unless Recorded before such date, and (c) the Owners Record. The termination hereof shall be effective upon the date of such Recording.

7.2 Amendment of Supplemental Declaration by Members. Except as otherwise provided in this Supplemental Declaration, and subject to provisions elsewhere contained in this Supplemental Declaration requiring the consent of the Declarant or others, any provisions, covenant, condition, restriction, or equitable servitude contained in this Supplemental Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Owners holding title to at least seventy-five percent (75%) of the Lots within the Fairway Villas Community Area; provided, however, that at any time that the Declarant or a Principal Builder owns a Lot which is subject to this Supplemental Declaration (or any portion of the property which is eligible for inclusion to this Supplemental Declaration), any amendment to this Supplemental Declaration shall be approved by the Declarant, the Subdistrict, and Owners holding title to at least ninety percent (90%) of the Lots within the Fairway Villas Community Area. The amendment or repeal shall be effective upon the Recordation of an amendment with the requisite signatures affixed thereto. Any amendment to the Supplemental Declaration made hereunder shall be effective only when Recorded. If HUD or VA has insured or guaranteed a mortgage on any Lot, then HUD or VA, as the case may be, must approve such amendment in writing.

7.3 Member and First Mortgage Approval. Notwithstanding any other provisions hereof to the contrary, the Owners shall not:

(a) Abandon, Terminate, or Amend Supplemental Declaration. Unless they have obtained the prior written consent of at least seventy-five percent (75%) of the Owners and the consent of sixty-seven percent (67%) 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:

(i) seek to abandon or terminate the Supplemental Declaration, whether by act or omission; or

(ii) amend any provisions hereof which are for the express benefit of First Mortgagees.

(b) Approval of First Mortgagee Deemed Given Unless Notice of Disapproval Given. Unless, within sixty (60) days after receipt of written 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 herein, such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have given such approval.

7.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Lot in the Fairway Villas Community Area 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 written 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 (60) 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 (60) days' written notice before the effective date of any proposed material amendment to this Supplemental Declaration requiring consent of a certain percentage of First Mortgagees.

7.5 Amendment Required by Government Mortgage Agencies. Notwithstanding the provisions of this Article 10 hereof, and to the extent permitted under the Act, any provision, covenant, condition, restriction, or equitable servitude contained in this Supplemental Declaration which any Government Mortgage Agency requires to be amended or repealed may be amended or repealed solely by the Declarant and no approval, consent, or vote of any other Person or entity shall be required, other than the prior written consent of the VA or FHA if either agency has insured or guaranteed a Mortgage on a Lot. The Declarant's rights under this Section 7.5 shall terminate on the earlier of thirty (30) years after the date of Recordation hereof or the sale of all Lots owned by the Declarant or a successor Declarant. Any such amendment or repeal shall be effective upon the Recordation of a certificate, executed by the Declarant, setting forth the amendment or repeal in full.

7.6 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).

7.7 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 Fairway Villas 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.

7.8 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within the Fairway Villas 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.

7.9 Disclaimer Regarding Safety and Fairway Villas 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 FAIRWAY VILLAS COMMUNITY AREA. ANY OWNER OF PROPERTY WITHIN THE FAIRWAY VILLAS COMMUNITY AREA (A) ACCEPTS THE FAIRWAY VILLAS COMMON AREA FACILITIES RISKS, (B) WAIVES AND RELEASES ANY CLAIM THAT IT MIGHT HAVE ARISING FROM OR BASED UPON THE FAIRWAY VILLAS 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 FAIRWAY VILLAS COMMUNITY AREA, AND HAVE NO DUTY OR LIABILITY WITH RESPECT TO THE FAIRWAY VILLAS COMMON AREA FACILITIES RISKS ACCEPTED AND ASSUMED HEREBY.

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

7.11 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.

7.12 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.

7.13 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 Fairway Villas 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.

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

7.15 Binding on Successors. The obligations and agreements of the Owners, their successors and assigns, shall run with the Fairway Villas Community Area (including the Includible Area to the extent the provisions hereof relate to the Includible Area before inclusion to the Fairway Villas Community Area) and all Lots located within the Fairway Villas 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 Fairway Villas Community Area. Should the Fairway Villas 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 Fairway Villas 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 Fairway Villas Community Area.

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

7.17 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.

7.18 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.

7.19 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.

7.20 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]

EXHIBIT A

(Initial Property Included in Fairway Villas Community Area)

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

Lots 1 through 7, inclusive, Block 1;
Lots 1 through 14, inclusive, Block 2;
Lots 1 through 14, inclusive, Block 3;
Lots 1 through 5, inclusive, Block 4;
Lots 1 through 13, inclusive, Block 5;
Lots 1 through 4, inclusive, Block 14;
Lots 1 through 13, inclusive, Block 17;
GREEN VALLEY RANCH FILING NO. 57,
according to the plat thereof recorded August 5, 2005, at Reception No. 2005129573,
City and County of Denver, State of Colorado.

EXHIBIT B
(Fairway Villas Project Area)

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

Lots 1 through 7, inclusive, Block 1;
Lots 1 through 14, inclusive, Block 2;
Lots 1 through 14, inclusive, Block 3;
Lots 1 through 5, inclusive, Block 4;
Lots 1 through 13, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 5, inclusive, Block 7;
Lots 1 through 7, inclusive, Block 8;
Lots 1 through 15, inclusive, Block 9;
Lots 1 through 8, inclusive, Block 10;
Lots 1 through 8, inclusive, Block 11;
Lots 1 through 6, inclusive, Block 12;
Lots 1 through 3, inclusive, Block 13;
Lots 1 through 8, inclusive, Block 14;
Lots 1 through 23, inclusive, Block 15;
Lots 1 through 15, inclusive, Block 16;
Lots 1 through 58, inclusive, Block 17;
GREEN VALLEY RANCH FILING NO. 57,
according to the plat thereof recorded August 5, 2005, at Reception No. 2005129573,
City and County of Denver, State of Colorado.

EXHIBIT C
(Form of Occupancy Affidavit)

AFFIDAVIT

State of Colorado)
) ss:
County of _____)

_____, being of lawful age and duly sworn upon oath, states as follows:

1. That I am or will be the Owner or occupant of the property known as Lot _____, Block _____, GREEN VALLEY RANCH FILING NO. 57, according to the plat thereof recorded August 5, 2005, at Reception No. 2005129573, City and County of Denver, State of Colorado, also known by street address as _____ ("Property").

2. That, as the Owner or occupant of the Property, I have knowledge of the age(s) of the person(s) who occupy or will occupy such Property.

3. That at least one person occupying the Property is or will be age 55 or older and no persons under the age of 25 occupy or will occupy the Property. The person or persons currently occupying or who will occupy the Property who is/are age 55 or older is/are:

4. Attached are copies of documents acceptable pursuant to Section 4.6 of the Supplemental Declaration of Covenants, Conditions and Age Restrictions for Fairway Villas at Green Valley Ranch Golf Club establishing the age of the person(s) named in paragraph 3 hereof.

Further your affiant sayeth naught,

[Signature(s) of the affiant(s) follow on the next page]

Dated this ____ day of _____, _____.

*X: _____

*Name: _____

Subscribed and sworn to before me on _____ by _____, the affiant.

My Commission expires: _____

Notary Public

***If this Affidavit is being executed pursuant to a lease of the Property, both the Owner and tenant must execute Affidavits, If this Affidavit is being executed pursuant to a conveyance of the Property, only the purchaser need execute an Affidavit.**

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment"), dated as of November 28, 2011, is made by OAKWOOD HOMES LLC, a Colorado limited liability company ("Assignor"), whose address is 4908 Tower Road, Denver Colorado 80249, for the benefit of COBIZ BANK, a Colorado corporation, doing business as COLORADO BUSINESS BANK ("Assignee"), whose address is 821 17th Street, Denver Colorado 80202 as additional security for obligations incurred and to be incurred pursuant to that certain Loan Agreement, dated of even date herewith (the "Loan Agreement"), by and among Assignor, Assignee and Patrick H. Hamill, including, without limitation, a loan in the principal amount of up to \$3,000,000.00 (the "Loan"), which obligations are (i) evidenced by that certain Promissory Note (the "Note"), of even date herewith, made by Assignor in favor of Assignee in the maximum principal amount of up to \$3,000,000.00, and (ii) secured in part by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "Deed of Trust"), of even date herewith, made by Assignor for the benefit of Assignee, which Deed of Trust encumbers certain real property located in City and County Denver, Colorado, including the property more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). The Property (a) is subject to that certain Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North dated August 1, 2001 and recorded in the real property records for the City and County of Denver, Colorado (the "Records") at Reception No. 2001133495 (the "Master Declaration") governing the common interest community known as Green Valley Ranch North (the "Master Association"), (b) will be subject to the Supplemental Declaration of Covenants, Conditions and Restrictions for Fairway Villas at Green Valley Ranch Golf Club (the "Supplemental Declaration" and together with the Master Declaration, collectively, the "Declarations", and individually, a "Declaration") to be recorded in the Records, and (c) is subject to CRS §§ 38-33.3-105 to 38-33.3-107 of the Colorado Common Interest Ownership Act (C.R.S. §§ 38.33.3-101 through 38.33.3-319, as the same may be amended ((the "Act")), as a common interest community to be known as Fairway Villas at Green Valley Ranch Golf Club (the "Supplemental Association", and together with the Master Association, collectively, the "Associations", and individually an "Association"). The Loan Agreement, the Note, the Deed of Trust and all other documents and instruments governing, evidencing, securing or otherwise relating to the Loan, as any or all such documents and instruments may be amended, substituted for, or replaced from time to time, are referred to herein collectively as the "Loan Documents".

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. As additional security for the payment of all of the indebtedness under the Loan Documents, including, without limitation, the Loan, and the performance and observance of all of the obligations under the Loan Documents, Assignor, subject to the provisions of Paragraphs 2(a) and 2(b) below, hereby gives, bargains, sells, assigns, conveys, pledges, transfers and grants to Assignee, forever, all of Assignor's right, title and interest in and to all Special Declarant Rights (as defined in the Act), including, but not limited to, all Development rights (as defined in the Act) now or hereafter existing, by virtue of any reservation in any

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Declaration (as defined in the Act and including, without limitation, the rights of a Principal Builder under the Master Association) recorded with respect to the Property (including, without limitation, the Declarations), whether now in existence or recorded after the date hereof, and any amendments thereto (collectively, the "Assigned Rights"); provided, however, that upon the recordation of such an instrument or such deed, this assignment shall be deemed to refer only to those Special Declarant Rights set forth in such recorded instrument or deed. However, it is understood that so long as there shall exist no Event of Default, Assignor shall have the right to exercise the Assigned Rights subject to the provisions of Paragraphs 2(a) and 2(b) below.

2. The exercise or attempted exercise by Assignor of (a) any of the Development Rights or (b) Special Declarant Rights to make the Property subject to a master association or to consolidate the Property with any other common interest community shall be invalid and of no force and effect unless and until Assignee consents in writing on the Declaration or amendment thereto by which such right is exercised. Assignee's consent to the exercise of such right pursuant to any Declaration or amendment shall not be deemed to render Assignee a "Declarant" as such term is defined in the Act.

3. Written notice from Assignee to the Association(s) of the existence of an Event of Default by Assignor shall be deemed conclusive as to the existence of such Event of Default.

4. Assignor shall not, without the prior written consent of Assignee (a) vote for or consent to any modification of, amendment of or relaxation in the enforcement of any provision of the Declaration(s), (b) in the event of damage to or destruction of the Property, vote against a motion to repair, restore or rebuild, (c) take any action which requires the unanimous consent or unanimous vote of the owners of units in either Association, or (d) consent to the termination of either Association as a common interest community, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

5. Assignor shall observe, keep and perform each and every requirement, condition, covenant, agreement and provision of the Act, the Declarations, and the association documents (as set forth in or created by each respective Declaration) to be observed, kept or performed by Assignor, and shall promptly provide to Assignee any notice of default received by Assignor with respect to the same. Such default shall be deemed a default under the Deed of Trust, and if such default is not cured pursuant to the cure provisions of the Deed of Trust, Assignee may at its option cure or remedy such default on behalf of Assignor, at Assignor's sole expense, and in the alternative or in addition, may accelerate the repayment obligations of Assignor such that the entire indebtedness outstanding under the Note, together with all other sums due Assignee pursuant to the Deed of Trust and other Loan Documents, become immediately due and payable. Nothing herein shall be deemed to preclude Assignee from exercising any other rights upon default which are afforded it in the Deed of Trust and the other documents executed in connection with the Loan or by law.

6. The execution by Assignee of any partial release of its security interest with respect to a unit in the Association(s) (and its allocated interests) in connection with the sale of that unit by Assignor to a third party shall not result in the release by Assignee of its interest in the Special Declarant Rights (including, without limitation, the Development Rights) of

Assignor, unless such release specifically states that it is releasing some or all of such rights. Notwithstanding anything to the contrary in this Paragraph 6, the execution by Assignee of a partial release of its security interest with respect to the last remaining unit in each Association (and its allocated interests) in connection with the sale of that unit by Assignor to a third party shall effect the release by Assignee of its security interest pursuant to this Assignment in Assignor's Special Declarant Rights solely with respect to such Association, without the need for specificity with respect thereto or for any further action by Assignee, unless such partial release specifies that Assignee does not by its execution thereof intend to release its interest in the Special Declarant Rights of Assignor. Notwithstanding anything to the contrary contained herein, a full release of the Deed of Trust, as amended hereby, shall effect a full release of Assignee's interest in the Special Declarant Rights of Assignor.

7. Assignor agrees that, at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver (in recordable form as necessary) all further instruments and documents and take all further action that may be necessary or desirable, or that Assignee may request, in order to perfect and protect the assignment granted or purported to be granted hereby or to enable Assignee to exercise and enforce its rights and remedies hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

OAKWOOD HOMES LLC,
a Colorado limited liability company

By: *Robert J. Sanderman*
Name: Robert J. Sanderman
Title: Executive Vice President and Chief Financial Officer

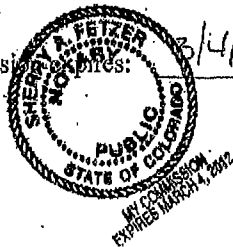
STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 28th day of November, 2011, by Robert J. Sanderman as Executive Vice President and Chief Financial Officer of Oakwood Homes LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

[SEAL]



Sherry Fetzer
Notary Public

EXHIBIT "A"

(Attached to and forming a part of the Assignment of Declarant's Rights
from Oakwood Homes LLC
for the benefit of CoBiz)

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 7, inclusive, Block 1, and
Lots 1 through 14 inclusive, Block 2, and
Lots 1 through 14 inclusive, Block 3, and
Lots 1 through 5 inclusive, Block 4, and
Lots 1 through 13 inclusive, Block 5, and
Lots 1 through 4 inclusive, Block 14, and
Lots 1 through 13 inclusive, Block 17,
Green Valley Ranch Filing No. 57,
City and County of Denver, State of Colorado.