

165⁰⁰
33P

DECLARATION DC9407680
CREATING
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR PLAYERS CROSSING AT PLUM CREEK VILLAGES

THIS DECLARATION CREATING COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PLAYERS CROSSING AT PLUM CREEK VILLAGES (the "Declaration") is made and entered into this 4th day of February, 1994, by Holmby Leisure Country Club, Ltd., a Colorado corporation with offices located at 2030 Champions Circle, Castle Rock, Colorado 80104 (together with its designated successors and assigns, provided that such successors and assigns are designated in a written instrument executed by Declarant and recorded in the real property records of Douglas County, Colorado, hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of that certain real property in the County of Douglas, State of Colorado known as Players Crossing at Plum Creek Villages, as shown and described on the plat (the "Plat") recorded February 4, 1994, in the office of the Clerk and Recorder of Douglas County, Colorado, in ~~Plat Book _____ at Page _____~~, at Reception # 9407234, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon, and such additions, if any, as may hereafter be brought within the jurisdiction of the "Association" (defined below) from time to time, collectively hereinafter referred to as the "Property");

B. Declarant has caused to be incorporated under the laws of the State of Colorado, Players Crossing at Plum Creek Villages, Inc., a nonprofit corporation, (together with its successors and assigns hereinafter referred to as the "Association") for the purpose of exercising the functions as herein set forth;

C. Declarant desires to create a "Common Interest Community" (as defined in the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101, et. seq. as it may be amended from time to time (the "Act")) on the Property, which shall constitute a "Planned Community" (as defined in the Act), consisting of a maximum number of 22 "Units" (as defined in the Act), and to subject and place upon the Property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Act for the purpose of protecting the value and desirability of the Property and for the purpose of furthering a plan for the improvement, sale and ownership of the Property.

NOW, THEREFORE, Declarant, as owner in fee simple of the Property, hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each "Unit Owner" (as defined in the Act) thereof.

ARTICLE I

ADDITIONAL DEFINITIONS

Section 1. Each capitalized term not otherwise defined in this Declaration shall have the meaning given such term in the Act.

Section 2. "Common Area" shall mean and refer to all property (including the improvements thereto and such additions, if any, as may hereafter be brought within the jurisdiction of the Association) owned or leased by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Common Expenses" shall mean and refer to any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including but not limited to:

(a) maintenance, management, operation, repair and replacement of the Common Property, including the private roads, and all other areas on the Property which are maintained by the Association;

(b) unpaid Assessments;

(c) maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Common Interest Community, as provided in this Declaration or pursuant to agreements with Douglas County or other governmental agencies, and maintenance by the Association of the roadway and landscaping of the right-of-way constituting the principal entrance to the Property;

(d) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to manager, accountants, attorneys and employees;

(e) the costs of utilities, including but not limited to water, electricity, gas, sewer, trash pick-up and disposal, and fire protection services, which are provided to the Association or the Common Interest Community and not individually metered or

assessed by Unit, landscaping maintenance, and other services which generally benefit and enhance the value and desirability of the Common Interest Community and which are provided by, or on behalf of, the Association;

(f) the costs of fire, casualty, liability, Workmen's Compensation and other insurance covering the Common Property or the Association;

(g) the costs of any other insurance obtained by the Association;

(h) reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Association, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repair and replacement of the Common Property which must be maintained, repaired, or replaced on a periodic basis;

(i) the costs of bonding the members of the Executive Board, the officers of the Association, any professional managing agent or any other person handling the funds of the Association;

(j) taxes paid by the Association;

(k) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Property or portions thereof;

(l) costs incurred by the Design Review Committee;

(m) costs incurred by the committees established by the Executive Board;

(n) costs of security guards, if any, and operation of guard gates and/or key gates at entrances to the Common Interest Community, and any other security systems or services installed, operated or contracted for by the Association;

(o) any and all other expenses incurred by the Association for any reason whatsoever in connection with the Common Property (excepting reconstruction costs and capital improvements, as otherwise provided herein), or the costs of any other item or items designated by, or to be provided or performed by, the Association pursuant to this Declaration, the Articles, Bylaws, Association rules or Development Standards, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association; or

(p) late charges, attorneys' fees, fines and interest charged by the Association at the rate determined by the Executive Board.

Section 4. "Common Property" shall mean and refer to all property (including the improvements thereto and such additions, if any, as may hereafter be brought within the jurisdiction of the Association) owned or leased by the Association for the common use and enjoyment of the Unit Owners.

Section 5. "Development Standards" shall mean and refer to those development and design standards defined in Article VI, Section 2 below.

Section 6. "Limited Common Element" shall mean and refer to that non-Unit real estate within the Property which has been allocated for the exclusive use of one or more Units but fewer than all of the Units.

Section 7. "Member" shall mean and refer to each Unit Owner that is subject to assessment hereunder, including the Declarant; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

Section 8. "Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust, or other security instrument (including without limitation, an agreement of sale or contract under the terms of which the purchaser is entitled to possession of a Unit) recorded in the records of the Clerk and Recorder of Douglas County, Colorado. "First Mortgage" shall mean and refer to a Mortgage which is the first and most senior of all Mortgages upon the same real property.

Section 9. "Mortgagee" shall mean and refer to the mortgagee/vendor/beneficiary under a Mortgage. A "Mortgagor" shall mean and refer to the mortgagor/vendee/grantor under a Mortgage.

Section 10. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision plat or map of the properties or any portion thereof, with the exception of the Common Property, Common Area and any public streets, but together with all appurtenances and improvements now or hereafter thereon.

Section 11. "Unit Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Unit, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

THE ASSOCIATION

Section 1. Authority. The business affairs of the Common Interest Community shall be managed by the Association. The Association shall be governed by its Articles of Incorporation (the "Articles") and its Bylaws, as amended from time to time. The Association shall at all times comply with the requirements of the Act.

Section 2. Membership. Every Unit Owner which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Each Unit shall be entitled to one vote. If only one of the multiple owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the Multiple owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. In the event of a protest being made by one or more multiple owners, and a majority of the multiple owners of such Unit cannot agree on how to cast their vote, such vote shall be null and void as to that Unit with regard to the issue being voted upon. Such multiple owners and their Unit shall nevertheless be included in determining the presence of a quorum with respect to the issue being voted upon.

The vote allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of a vote by the other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a termination date is otherwise set forth on its face.

A quorum shall be deemed present throughout any meeting of the Association if persons entitled to cast twenty percent of the votes which may be cast for election of the Executive Board are present, in person or by proxy, at the beginning of the meeting.

A quorum shall be deemed present throughout any meeting of the Executive Board if persons entitled to cast fifty percent of the votes on that Executive Board are present at the beginning of the meeting.

Section 3. Allocated Interests. The Common Expenses and the Votes in the Association shall be allocated to each Unit. The interests allocated to each Unit have been calculated as follows:

(a) the percentage of liability for Assessments: on the basis of a fraction, the numerator is one and the denominator is the total number of Units within the Common Interest Community (being ~~one/twenty-second~~ $(1/22)$ of the Assessments) (except that: (i) any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit(s) to which that Limited Common Element is assigned, equally; (ii) any Common Expense or portion thereof benefitting fewer than all of the Units shall be assessed exclusively

against the Unit(s) benefitted; and (iii) the costs of insurance shall be assessed in proportion to risk, and the costs of utilities shall be assessed in proportion to usage, including but not limited to water usage fees which may at the discretion of the Executive Board be charged to each Unit based upon actual usage); and

(b) the number of votes in the Association: on the basis of one Unit, one vote; cast in accordance with the provisions of the Bylaws of the Association.

Nothing contained in this Declaration shall be interpreted so as to discriminate in favor of Units owned by the Declarant or an affiliate of the Declarant in the calculation of the Allocation of Interests.

Section 4. Powers of the Association.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act, including but not limited to those powers described in C.R.S. § 38-33.3-302 (General Powers of Association).

(b) The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Common Interest Community.

(c) The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber and otherwise deal with the Common Property.

Section 5. Powers of the Executive Board.

(a) The Executive Board shall have all of the powers, authority and duties permitted pursuant to the Act.

(b) The Executive Board shall have all of the powers, authority and duties granted or delegated to it pursuant to the Articles or Bylaws of the Association.

Section 6. Declarant Control.

(a) The Declarant shall have the powers reserved in C.R.S. §38-33.3-303(5) (Declarant rights to appoint and remove officers and members of Executive Board) of the Act to appoint and remove officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of all Units in the ordinary course of business to Unit Owners who are not the Declarant, or its transferee; or (ii) two (2) years after the right to add new Units was last exercised; or (iii) two (2) years after the last conveyance of a Unit in the ordinary course of business ("Turnover Date").

(b) During the period of Declarant control:

(i) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, or its transferee, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(ii) Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) At any time prior to the Turnover Date, the Declarant may relinquish the right to appoint and remove officers, but may require Declarant approval of actions of the Executive Board or the Association specified by the Declarant in such relinquishment notice which shall be recorded and executed by Declarant. As to such actions, Declarant may give its approval or disapproval at its sole discretion and option, and its disapproval shall work to invalidate such action by the Executive Board or the Association. Not later than the Turnover Date, the Unit Owners (including Declarant) shall elect an Executive Board of at least three members, at least a majority of whom must be Unit Owners other than Declarant and the Executive Board shall elect the officers, with such Executive Board members and officers to take office upon election. Within sixty (60) days after Members other than Declarant elect a majority of the members of the Executive Board, Declarant shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by Declarant, including without limitation those items specified in § 38-33.3-303(9) (list of property to be delivered to Association) of the Act.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Dedication of Common Property. Declarant in recording this Declaration and the Plat has designated and dedicated certain areas of land as Common Property intended for the common use and enjoyment of Unit Owners for recreation and other related activities. The Common Property is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Unit Owners, as more fully provided in this Declaration and the recorded Plat. The Common Property to be conveyed by the Declarant and owned by the Association at the time of the conveyance of the first Unit is as depicted and described on the recorded Plat.

Section 2. Unit Owners' Easements of Enjoyment. Subject to the exception contained in Section 3 below, every Unit Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property and the improvements thereon, including but not limited to an easement for the purpose of access to its Unit, and such easements shall be appurtenant to and shall pass with the title to every Unit.

Section 3. Extent of Unit Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The ability of the Association to regulate and convey or encumber the Common Property as set forth in §§ 38-33.3-302 (Powers of the Association) and 38-33.3-312 (Conveyance or Encumbrance of Common Property) of the Act;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member for any period during which any assessment against its Unit remains unpaid and, for a period not to exceed sixty (60) days, for an infraction of its published rules and regulations, and up to a year for any subsequent violation of the same or similar provision(s) provided that any suspension of such right to use the Common Property, except for failure to pay any assessments, shall be made only by the Executive Board or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws;

(d) The right of the Association to close or limit the use of the Common Property, or portions thereof, while maintaining, repairing, and making replacements in the Common Property; and

(e) Any right(s) of the Declarant in the Common Property, whether reserved or granted, contained in this Declaration or in the Act.

Notwithstanding anything contained herein to the contrary, the Association shall not have the right hereunder to suspend any Unit Owner's (or its guest's, lessee's or contract purchaser's) right to use any portion of the Common Property that constitutes private roads necessary to gain access to its Unit.

Section 4. Delegation of Use. No Unit Owner may delegate, its right of enjoyment to the Common Property or any portion thereof, except to the members of its family its tenants, or contract purchasers who reside on its Unit in accordance with the Bylaws, and its guests in accordance with rules and regulations adopted by the Association.

Section 5. Conveyance or Encumbrance of Common Property. Portions of the Common Property may be conveyed or subjected to a security interest by the Association if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant, agree to that action.

An agreement to convey, or subject to a security interest, Common Property must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in Douglas County and is effective only upon recordation. The Association, on behalf of the Unit Owners, may contract to convey an interest in a Common Interest Community, but the contract is not enforceable against the Association until approved, executed and ratified pursuant to this Section. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments. Unless in compliance with this Section, any purported conveyance, encumbrance, judicial sale, or other transfer of Common Property is void. A conveyance or encumbrance of Common Property pursuant to this Section shall not deprive any Unit of its rights of ingress and egress of the Unit and support of the Unit. A conveyance or encumbrance of Common Property pursuant to this Section does not affect the priority or validity of preexisting encumbrances.

ARTICLE IV

SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS RESERVED

Section 1. Special Declarant Rights and Development Rights. Declarant hereby reserves the right, from time to time, until ten (10) years after the effective date hereof, for itself and for parties described in Section 8 below, to perform the acts and exercise the rights hereinafter specified as follows:

(a) Completion of Improvements. The right to complete improvements indicated on Plats and Maps filed with the Declaration.

(b) Sales Management and Marketing. The right to maintain upon, and to remove from, the Common Property or Units owned by the Declarant, as the Declarant may choose, and in such number, size, and location as may be reasonably required by the Declarant, convenient or incidental to the construction on, management of, or sale or rental of Units:

- (i) employees in offices and sales facilities;

(ii) signs identifying the Common Interest Community and advertising the sale of Units or in any way related to the business of Declarant;

(iii) model residences constructed or to be constructed on Units;

(iv) sales or management offices and construction offices which, to the extent they are not a Unit as defined in this Declaration, are hereby declared to be personal property, removable by Declarant, or its transferees or assigns, as applicable, promptly upon the Declarant, its transferees or assigns ceasing to be a Unit Owner;

(v) parking areas and lighting and temporary parking facilities necessary or desirable in marketing to prospective Unit Owners.

(c) Easements. The right to establish by dedication or otherwise, or to revise, amend or relocate those easements described and included below in Article XII, to the extent that they are on or over Common Property, or Common Area, or within real estate which may be added to the Common Interest Community.

(d) Dedications. The right to establish, from time to time, by dedication or otherwise, on or over the Common Property or Common Area, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Common Interest Community.

(e) Merger. The right to merge or consolidate the Common Interest Community with another common interest community of the same form of ownership.

(f) Declarant Control. Declarant hereby reserves those powers described above in Article II Section 6, to appoint and remove officers and members of the Executive Board.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Common Expense assessments or charges, (2) enforcement assessments, (3) special assessments, and (4) reconstruction assessments, such

assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment becomes due. The obligation for such payments by each Unit Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction. Each Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of each party who was the Unit Owner of such Unit at the time when the Assessment became due. The personal obligation to pay any past due sums due the Association will pass to a successor in title to a Unit unless the Association issues a statement to the contrary.

Section 2. Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 (Lien for Assessments) of the Act on all Units for all Assessments imposed against each Unit Owner from the time the Assessment becomes due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by the Executive Board's acceleration of installment obligations.

Section 3. Priority of Lien/Homestead Exemption. The Association's lien on each Unit for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Master Declaration shall constitute a waiver of the homestead and any other exemption as against said Assessment lien.

Section 4. Priority of Lien. The lien may be enforced pursuant to §§ 38-33.3-315 (Assessments for Common Expenses) and 38-33.3-316 (Lien for Assessments) of the Act. A lien under this Section is prior to all other liens and encumbrances on a Unit except as follows:

- (a) liens and encumbrances recorded before the recordation of the Declaration;
- (b) a security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent;
- (c) liens for real estate taxes and other governmental assessments or charges against the Unit; and
- (d) as may otherwise be set forth in the Act.

This Section does not prohibit an action to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for an Assessment.

Section 5. Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Unit as a default assessment.

Section 6. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, and to maintain all Common Property and the appurtenances thereto and improvements thereon, including without limitation all easements shown on the recorded Plat and described in this Declaration.

Section 7. Exemption from Assessments. Any of the Property or Common Property dedicated to a public authority shall be exempt from Assessments and the attachment of an Assessment lien.

Section 8. Computation/Commencement of Common Expense Assessments.

(a) The Common Expense Assessment shall be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. The Executive Board may determine that any Common Expense Assessment shall be payable in monthly or quarterly installments. Upon any Unit Owner's default in the payment of such monthly or quarterly installments of a Common Expense Assessment, the Executive Board may choose to accelerate the installments remaining for such assessment year. Assessments shall be collected by the Executive Board or its agent. Regular Assessments shall begin on the first day of the month or quarter in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

(b) Within thirty (30) days after adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget shall be ratified, whether or not a quorum of Members is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be

continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(c) The Assessments must be fixed at a uniform rate (except as otherwise provided in Article II, Section 3(a) above) for all Units and shall be allocated to each Unit on the basis of the Allocated Interests, and shall be sufficient to meet the expected needs of the Association.

Section 9. Enforcement Assessments for Enforcement of Certain Restrictions.

Upon the request of the Plum Creek Villages Master Association, Inc., any board of directors or the request of any architectural control committee for a project which is subject to the Master Declaration Creating Covenants, Conditions, Restrictions and Easements for Plum Creek Villages, the Association shall have the power and obligation to enforce building and use related restrictions contained in the Declaration for the Master Association. All such enforcement activity shall be for the good of all of the Property, and to the extent the Association is unable to collect costs of enforcement from the Unit Owner against whom enforcement is sought, all costs connected with such enforcement shall be assessable to all Members on an equal basis. The Association or Declarant shall require the first Unit Owner of each Unit, who purchases that Unit from Declarant, to make a non-refundable contribution to an enforcement reserve fund in an amount equal to two (2) times the monthly installment of the then current maximum Common Expense Assessment (one-twelfth of the maximum annual assessment) which shall be collected at closing and transferred to the Association. This enforcement reserve shall be maintained in a separate account for the use and benefit of the Association to be used to defray all costs of enforcement which the Association is unable to collect from the party or parties against whom enforcement is sought. The Association shall be entitled to make assessments as needed to maintain such reserve. These enforcement assessments shall be in addition to the Common Expense, special, and reconstruction assessments. Upon the transfer of a Unit, a Unit Owner shall be entitled to a credit from the transferee for the aforesaid contribution of capital.

Section 10. Special Assessments for Capital Improvements. In addition to the Common Expense Assessments and enforcement assessments authorized in this Article, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose pursuant to the quorum requirements in Section 12 below and shall be set equally against each Unit.

Section 11. Reconstruction Assessments. In addition to the Common Expense, enforcement and special assessments authorized in this Article, the Association may levy

a reconstruction assessment for the purpose of repair or reconstruction of damaged or destroyed improvements. All such reconstruction assessments shall be equal to the net amount of the cost of repair or reconstruction of such improvements and shall be calculated by subtracting from the total cost of repair or reconstruction the sum of the insurance proceeds awarded for the damage or destruction thereof, if any, and shall be set equally against each Unit. Such reconstruction assessments shall be due and payable as provided by resolution of the Executive Board, but not sooner than thirty (30) days after written notice hereof; provided, however, that, in appropriate circumstances, the Association may proceed directly against any Unit Owner pursuant to Section 14 for any such amount.

Section 12. Notice and Quorum for Any Action Authorized Under Sections 10 and 11. Written notice of any meeting called for the purpose of taking any action authorized under Sections 10 and 11 of this Article shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 13. Date of Commencement of Annual Common Expense Assessments. Until the commencement of annual Common Expense Assessments, the Declarant shall pay all Common Expenses. The initial annual Common Expense Assessment shall commence on the first day of the month or quarter following conveyance of the first Unit to a Unit Owner other than Declarant, and the second and each subsequent annual Common Expense Assessment period shall correspond with the fiscal year of the Association. The annual Common Expense Assessments shall be made due and payable in equal quarterly, or at the option of the Association monthly installments, per annum on such dates as determined by the Executive Board, provided that the first Common Expense Assessment shall be adjusted according to the number of quarters or months, as appropriate, in the first assessment year. Any Unit Owner purchasing a Unit between installment due dates shall pay a pro rata share of the last installment due.

Section 14. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or portion thereof which is not paid within ten (10) days after the due date shall bear interest from the due date at the rate of interest set by the Executive Board not to exceed twenty-one percent (21%) per year, and the Executive Board may also assess a late charge thereon. The Association may also elect to accelerate the installment obligations of any annual Common Expense Assessment. Further, the Association may bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay such overdue assessments, charges or fees, or installments thereof, and may also proceed to foreclose its lien against such Unit Owner's Unit. An

action at law or in equity by the Association against a Unit Owner to recover a money judgment for unpaid Common Expense Assessments or installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. In the event a judgment is obtained, such judgment shall include interest and late charges on the assessment, as above provided, and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Unit.

ARTICLE VI

DESIGN REVIEW COMMITTEE

Section 1. Establishment. The Association shall have a Design Review Committee (the "Design Review Committee"), which shall consist of not less than three (3) nor more than five (5) members as specified from time to time in the "Development Standards" (as defined below) by resolution of the Executive Board. Members of the Design Review Committee shall be appointed by the Executive Board, and shall serve until such time as the member has resigned or is removed by the Executive Board. A member may be removed by the Executive Board at any time upon written notice, without cause. Persons appointed to the Design Review Committee, other than those persons appointed by the Declarant, must be Unit Owners or satisfy such other requirements as may be set forth in the Development Standards. The Executive Board may appoint a secretary for the Design Review Committee and provide for appropriate compensation for secretarial services.

Section 2. Development Standards. The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards, design guidelines and development standards (collectively the "Development Standards"), which the Design Review Committee may, from time to time, in its sole discretion, amend, repeal or augment. However, until the Turnover Date, the Declarant may establish, create, amend, repeal or augment the Development Standards at its sole discretion, and without the consent of the Design Review Committee. The Development Standards are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on the Property, and on all Unit Owners, Members or other Persons as if expressly set forth herein. A copy of the current Development Standards shall, at all times, be a part of the Association's records. The Development Standards may include, among other things, those restrictions and limitations set forth below:

(a) Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required, pursuant to the Development Standards.

(b) Conformity of complete improvements to plans and specifications approved by the Design Review Committee; provided, however, as to purchasers and encumbrances of a Unit in good faith and for value, unless notice of noncompletion of conformance identifying the violating Unit and specifying the reason for the notice, executed by the Design Review Committee, shall be recorded with the County Recorder of Douglas County, and given to the Unit Owner within one year of the expiration of the time limitation described in Subsection (a) above, or, if improvement, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one-year period, the completed improvements shall be deemed to be in compliance with plans and specifications approved by the Design Review Committee and in compliance with the architectural standards of the Association and this Declaration.

(c) Such other limitations and restrictions as the Executive Board or Design Review Committee in its reasonable discretion shall adopt, including, without limitation, the regulation of all landscaping (including without limitation, absolute prohibition of certain types of landscaping, trees and plants, construction, reconstruction, exterior additions, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color, surface texture, and location of any such improvement).

Section 3. General Provisions.

(a) The Design Review Committee may assess reasonable fees in connection with its, or its consultants, review of plans and specifications.

(b) The Design Review Committee may delegate its plan review responsibilities, except final review and approval as may be required by the Development Standards, to one or more of its members or architectural consultants retained by the Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Design Review Committee.

(c) The address of the Design Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications, and the place where the current Development Standards shall be kept.

(d) The establishment of the Design Review Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Unit Owners to maintain or repair their Units as may otherwise be specified in this Declaration, the Bylaws or Association rules.

(e) The Design Review Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within such period as may be specified in the Development Standards.

(f) The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Design Review Committee, except the granting of variances. In the absence of such designation, the vote of any three (3) members of the Design Review Committee, or the written consent of any three (3) members of the Design Review Committee taken without a meeting, shall constitute an act of the Design Review Committee.

(g) The approval by the Design Review Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Design Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

(h) The members of the Design Review Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. such compensation shall be set by the Executive Board from time to time.

(i) Inspection of work and correction of defects therein shall proceed as follows:

(i) Upon the completion of any work for which approved plans as required under this Article VI, the Unit Owner shall given written notice of completion to the Design Review Committee.

(ii) Within sixty (60) days thereafter, the Design Review Committee or its duly authorized representative shall inspect such improvement. If the Design Review Committee finds that work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such noncompliance within such sixty (60) day period, specifying the particulars on noncompliance, and shall require the Unit Owner to remedy the same.

(iii) If upon the expiration of thirty (30) days from the date of such notification the Unit Owner shall have failed to remedy such noncompliance, the Design Review Committee shall notify the Executive Board in writing of such failure. Upon notice and hearing, the Executive Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of

correcting or removing the same. If a noncompliance exists, the Unit Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Executive Board ruling. If the Unit Owner does not comply with the Executive Board ruling within such period, the Executive Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses, including interest on monies expended and attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Unit Owner to the Association, the Executive Board shall levy an Assessment against such Unit Owner for reimbursement pursuant to Article V.

(iv) If for any reason the Design Review Committee fails to notify the Unit Owner of any noncompliance within ninety (90) days after receipt of said written notice of completion from the Unit Owner, the improvement shall be deemed to be in accordance with said approved plans.

(j) The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when unique circumstances such as topography, natural obstructions, aesthetic or environmental considerations would otherwise result in extreme hardship. Such variances must be evidenced in writing, and must be signed by at least three (3) members of the Design Review Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplement Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance. A copy of the variance request and approval, or denial, will be kept on file at the Association offices.

Section 4. Approval and Conformity of Plans. No building, fence, wall, canopy, awning, roof, solar panel, wind generator, exterior lighting facility, exterior antenna (including satellite dishes), athletic facility, or other structure or improvement or attachment to an existing structure of whatever type, shall be commenced, constructed, erected, placed, installed or maintained upon the Property (except for initial construction on the Common Property by the Declarant), nor shall there be any addition to or change to the exterior or any residence or other structure or improvement upon a Unit or the landscaping, grading or drainage thereof, including without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the Design Review Committee in accordance with

the Development Standards as to harmony of external design and location in relation to surrounding structures and topography.

Section 5. Non-Liability for Approval of Plans. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications, neither the Design Review Committee, the members thereof, the Association, any Member, the Executive Board nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Association, the Executive Board nor the Declarant shall be liable to any Unit Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development of any Property within the Common Interest Community, or (d) the execution and filing of an estoppel certificate pursuant to the Development Standards, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him, was taken in good faith. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations, including but not limited to, zoning ordinances and building codes.

Section 6. Inspection and Recording of Approval. Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Unit after reasonable notice, as provided herein, to the Unit Owner in order to inspect improvements constructed or being constructed on such Unit to ascertain that such improvements have been or are being built in compliance with the Development Standards and this Declaration. The Design Review Committee shall cause such an inspection to be undertaken within thirty (30) days of a request therefor from any Unit Owner as to its Unit, and if such inspection reveals that the improvements located on such Unit have been completed in compliance with this Article and the Development Standards, the Design Review Committee shall provide to such Unit Owner a notice of such approval in recordable form, which when recorded, shall be conclusive evidence of compliance with the provisions of this Article and the Development Standards as to the improvements described in such recorded notice, but as to such improvements only.

Section 7. Reconstruction of Common Property. The reconstruction by the Association or the Declarant after destruction by casualty or otherwise of any Common Property or facilities thereon which is accomplished in substantial compliance with "as

built" plans for such Common Property shall not require compliance with the provisions of this Article or the Development Standards.

Section 8. Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Design Review Committee, the Association and any interested Unit Owner, shall have the right but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Design Review Committee and/or the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure of the Design Review Committee, the Association or of any Unit Owner to enforce any covenant or restriction herein contained, or any provision of the Development Standards, shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII

EMINENT DOMAIN

Section 1. Definition of Taking. The term "taking", as used in this Article VII, shall mean condemnation by eminent domain or sale under threat of condemnation.

Section 2. Representation in Condemnation Proceedings of Common Property. In the event of a threatened taking of all or any portion of the Common Property, the Unit Owners hereby appoint the Association through such Persons as the Executive Board may delegate to represent the Association and all of the Unit Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Unit Owners, and service of process on each individual Unit Owner shall not be necessary.

Section 3. Award for Common Property. Any awards received by the Association on account of the taking of Common Property shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Unit Owners as their interests may appear. The rights of a Unit Owner and the Mortgagee of a Unit as to any such distribution shall be governed by the provisions of the Mortgage encumbering the Unit.

Section 4. Taking of Unit. If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must include compensation to the Unit Owner for that Unit and its allocated

interests whether or not any Common Property was acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking. Any remnant of a Unit remaining after part of a Unit is taken is thereafter Common Property. Otherwise, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Property whether or not any Common Property was acquired. Upon acquisition, unless the decree otherwise provides:

(a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

(b) The portion of Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and to the remaining Units in proportion to the respective interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 5. Taking of Limited Common Element. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 6. Miscellaneous. The court decree shall be recorded in Douglas County.

The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an Amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE VIII

INSURANCE

Section 1. Insurance on Common Property. Commencing not later than the time of the first conveyance of a Unit to a Person other than the Declarant, the Association shall maintain to the extent reasonably available, insurance covering all insurable improvements located or constructed upon the Common Property. Such policies and endorsements thereon or copies thereof shall be deposited with the Association. The Association shall generally advise the Unit Owners of the coverage of said policies in order to permit the Unit Owners to determine which particular items are included within the coverage so that the Unit Owners may insure themselves pursuant to Section 5 below. Except as otherwise set forth in the Act at C.R.S. § 38-33.3-313 (insurance), the Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost, and risk coverage

provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense:

(a) A multi-peril type policy covering all of the Common Property providing, as a minimum, fire and extended coverage, and all other coverage in kinds and amounts customarily acquired or required for projects similar in construction, location and use, including without limitation, perils normally covered by an "all-risk" policy, in an amount determined by the Association.

(b) A policy of comprehensive public liability insurance covering all of the Common Property in an amount determined by the Association, but not less than \$1,000,000.00 per occurrence, for personal injury or death, and/or property damage. The scope of such coverage shall include all other coverage in the kinds and amounts customarily acquired or required for projects similar in construction, location, and use, including without limitation, liability for non-owned and hired automobiles, liability for property of others, liability arising in connection with the operation, maintenance or use of the Common Property, liability assumed by contract or contractual liability, and liability arising out of any employment contracts of the Association.

(c) The Association may, at its election, obtain fidelity bond coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Association. If funds of the Association are handled by a management agent, then fidelity bond coverage may also be obtained for the officers, employees or agents thereof, handling or responsible for Association funds. The fidelity bond or insurance must name the Association as the named insured and shall be written to provide protection in an amount no less than the lesser of (a) one-half times the Association's estimated annual operation expenses and reserves, (b) a sum equal to three months aggregate Common Expense Assessments, plus reserves, or (c) the estimated maximum amount of funds, including reserves, in the custody of the Association (and its management agent) at any one time. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

(d) A Workmen's Compensation policy, if necessary, to meet the requirements of law.

(e) A policy of "directors and officers" liability insurance to the extent reasonable and available, in the Executive Board's discretion. Further, the Association at its cost and expense, shall obtain and maintain directors and officers liability insurance in full force and effect with coverage of at least One Million and No/100 Dollars (\$1,000,000.00) or such other amount as the Executive Board shall approve for all Association, directors, officers, committee members and its manager for any and all errors and/or omissions that occur during their tenure in office or employment.

(f) Such other insurance and in such amounts as the Association shall determine, from time to time, to be desirable, or as may be required by the Act (§ 38-33.3-313 (insurance coverage requirements)).

Notwithstanding the foregoing, the Association shall endeavor to obtain, to the extent reasonable and available, or shall discontinue such insurance coverage as two-thirds (2/3) of the Unit Owners shall direct; provided, however, the Association shall not discontinue casualty and public liability coverage, as required by Subsections (a) and (b) above.

Section 2. Required Provisions. The insurance policies purchased by the Association shall, to the extent reasonable and available, contain the provisions, required by C.R.S. § 38-33.3-313(4) (provisions required in insurance policies) and the following provisions:

(a) The coverage afforded by such policies shall not be brought into contribution or proration with any insurance which may be purchased by a Unit Owner, Member or Mortgagee.

(b) The conduct of any one or more Unit Owners or Members shall not constitute grounds for avoiding liability on any such policies.

(c) There shall be no subrogation with respect to the Association, its agents or employees, Unit Owners, Members, or members of their households or families and employees, and each Mortgage of all or any part of the Property or of any Unit, or the policy(ies) should name said persons as additional insured; and, each policy must contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.

(d) A "severability of interest" endorsement shall be obtained which shall preclude the insurer from denying the claim of a Unit Owner or Member because of the conduct or negligent acts of the Association and its agents or other Unit Owners or Members.

(e) Any "no other insurance" clause shall exclude insurance purchased by Unit Owners, Members or Mortgagees.

(f) Coverage must not be prejudiced by (i) any act or neglect of Unit Owners or Members when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Common Interest Community over which the Association has no control.

(g) Coverage may not be cancelled or substantially modified without at least thirty (30) days (or such lesser period as the Association may reasonably deem appropriate) prior written notice to the Association.

(h) Any policy of property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such election is not exercisable without the prior written approval of the Association, or when in conflict with the insurance trust provisions contained herein, or any requirement of law.

(i) A recognition of any insurance trust agreement entered into by the Association.

(j) Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating as designed in *Best's Key Rating Guide* of Class VI or better, or if such rating service be discontinued, an equivalent rating by a successor thereto or a similar such rating service. Each insurance carrier must be specifically licensed or authorized by law to transact business within the State of Colorado.

Section 3. Non-Liability or Association/Executive Board. Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Executive Board member, nor the Declarant, shall be liable to any Unit Owner, Member, Mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Unit Owner and Member to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Unit Owner or Member may desire.

Section 4. Master Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Property by a Unit Owner or Member, may, at the Executive Board's election, be assessed against that particular Unit Owner or Member.

Section 5. Insurance Claims. The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Executive Board has full and complete power to act for the Association in this regard, and may, at its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have authority to negotiate losses under any policy purchased by the Association.

Section 6. Benefit. Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Unit Owners or the Members, as their interests may appear.

Section 7. Damage to Common Interest Community. Any portion of the Common Interest Community for which insurance is required under C.R.S. § 38-33.3-313 which is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Common Interest Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; (iii) eighty percent (80%) of the Unit Owners, including owners of every Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or (iv) prior to the conveyance of any Unit to a person other than the Declarant a Mortgagee on the damaged portion of the Common Interest Community rightfully demands all or a substantial part of the insurance proceeds. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Interest Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Property must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Unit Owners of Units and the Unit Owners of the Units to which those Limited Common Elements were allocated, or to lienholders as their interests may appear, and the remainder of the proceeds must be distributed to all Unit Owners or lienholders as their interests appear in proportion to the Common Expense liabilities of all the Units.

In the event of damage to or destruction of all or a portion of the Common Property due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such Common Property damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a reconstruction assessment in the aggregate amount of such deficiency pursuant to Article V, Section 11 above and shall proceed to make such repairs or reconstruction unless: (1) the Common Interest Community is terminated; (2) repair or replacement would be illegal under any state or local statute or ordinance governing health and safety; The assessment as to each Unit shall be equal to the assessment against every other Unit. Such assessment shall be due and payable as provided by resolution of the Executive Board, but not sooner than sixty (60) days after written notice thereof. The assessment provided for herein shall be a debt of each Unit Owner and a lien on his Unit, and may be enforced and collected in the same manner as any assessment lien provided for in this Declaration. If the entire Common Property is not repaired or replaced, the insurance proceeds attributable to the damaged Common Property must be used to restore the damaged area to a condition compatible with the

remainder of the Property. No distributions of insurance proceeds shall be made unless made jointly payable to the Unit Owners [and first Mortgagees of their respective Units, if any].

Section 8. Other Insurance to be Maintained by Unit Owners. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner, public liability insurance coverage upon each Unit, and hazard insurance coverage on the improvements constructed on Units (unless such coverage is maintained by the Subassociation having jurisdiction over such Unit), shall be the responsibility of the Unit Owner thereof. No Unit Owner shall maintain any insurance, whether on its Unit or otherwise, which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Property.

Section 9. Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Executive Board to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association.

ARTICLE IX

RESTRICTIONS

Section 1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use, and occupancy of the Property, all in order to enhance the value, desirability, and attractiveness of the Property and to promote the sale thereof.

Section 2. Restrictions Imposed. The Declarant hereby declares that all of the Property, including but not limited to all Units, shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated upon, subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants, and to those further restrictions contained in the Development Standards.

Section 3. Violation of Law or Insurance. No Unit Owner shall permit anything to be done or kept on its Unit or in or upon the Common Property which would result in the increase of, or cancellation of, insurance on the Common Property or would be in violation of any valid law, ordinance, regulation of any governmental body having jurisdiction or of any rule promulgated by the Association.

Section 4. Subdivision or Boundary Adjustment of Units. Except in accordance with the procedures set forth herein, no Unit may be divided, subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership, no Unit may be combined with any other Unit nor the boundary lines adjusted between any two Units.

(a) Declarant reserves the right to subdivide a Unit in accordance with applicable law and regulations, and the Declarant shall also prepare, execute and record an amendment to the Declaration, Plat or Maps executed and recorded pursuant to C.R.S. § 38-33.3-217(3) and (5)(Amendment to the Declaration). Any amended Plat or Map must conform with the standards set forth in C.R.S. § 38-33.3-209 (Plats and Maps) and any such resubdivision shall in addition require the preparation, execution and recording of an amended Declaration reallocating the interest in Common Property and Common Assessments as a result of such resubdivision. All costs, including engineering expenses and attorneys fees and costs relating to the application shall be the sole responsibility and obligation of the Declarant.

(b) The boundaries between adjoining Units may be relocated or removed, in accordance with applicable law, as follows: The Owner(s) of those Units between which the boundaries are to be relocated or removed, as applicant, must submit an application to the Executive Board, which application shall be executed by those Owners and shall include: (i) evidence sufficient to the Executive Board that the applicant has complied with all local rules and ordinances and that the proposed relocation or removal of boundaries does not violate the terms of any document evidencing a security interest; (ii) the proposed reallocation of interests, if any; (iii) the proposed form for amendments to the Declaration, including the Plats or Maps, as may be necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers; (iv) a deposit against attorney fees and costs which the Association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Executive Board; and (v) such other information as may be reasonably requested by the Executive Board. No relocation or removal of boundaries of any Units shall be effected without the necessary amendment to the Declaration, Plats or Maps executed and recorded pursuant to C.R.S. § 38-33.3-217(3) and (5) (Amendment of Declaration). Any amended Plat or Map must conform with the standards set forth in C.R.S. § 38-33.3-209 (Plats and Maps) and any such relocation or removal of boundaries shall in addition require the preparation, execution and recording of an amended Declaration reallocating the interest in Common Property and Common Assessments as a result of such resubdivision. All costs, including engineering expenses and attorneys fees and costs relating to the application shall be the sole responsibility and obligation of the application and all such costs and fees incurred by the Association as a result of an application shall be the sole obligation of the applicant.

Section 5. Use of Common Property.

(a) No use shall be made of the Common Property which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Property.

(b) No Unit Owner shall place any structure whatsoever upon the Common Property, nor shall any Unit Owner engage in any activity which will

temporarily or permanently deny free access to any part of the Common Property to all Members.

(c) The use of the Common Property shall be subject to such rules and regulations as may be adopted from time to time by the Executive Board.

(d) No use shall ever be made of the Common Property which will deny ingress and egress to those Unit Owners having access to a public street or to their Units only over Common Property, and said rights of ingress and egress to all Units are hereby expressly granted.

ARTICLE X

EXTERIOR MAINTENANCE

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Unit, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and the interior of any fence on the boundary line of the Common Area shall be the responsibility of the Unit Owner.

Section 2. Maintenance of Common Property. To the extent not performed by the applicable governmental entity or Unit Owner, the Association shall be responsible for the landscaping and maintenance of the Common Property, and the Subassociations shall be responsible for the landscaping and maintenance of the Common Area.

Section 3. Unit Owner's Negligence. Notwithstanding anything to the contrary contained in this Article, in the event that the need for maintenance or repair of the Common Property is caused by the willful or negligent act or omission of any Unit Owner, or by the willful or negligent act or omission of any member of such Unit Owner's family or by a guest or invitee of such Unit Owner, the cost of such repair or maintenance shall be the personal obligation of such Unit Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Unit Owner's Unit is subject and shall become a lien against such Unit Owner's Unit. A determination of the negligence or willful act or omission of any Unit Owner or any member of a Unit Owner's family or a guest or invitee of any Unit Owner, and the amount of the Unit Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Unit Owner, provided that any such determination which assigns liability to any Unit Owner pursuant to the terms of this Section may be appealed by said Unit Owner to a court of law.

Section 4. Enforcement of Landscaping Plan. Any landscaping plan not completed in accordance with the submittals and approvals of the Design Review Committee and the Development Standards shall give the Association the authority to

complete such plan in accordance with the enforcement provisions contained herein including enforcement assessments.

ARTICLE XII

EASEMENTS

Section 1. Easement for Encroachments. If any portion of an improvement approved by the Design Review Committee encroaches in its approved location upon the Common Property, Common Area, or upon any adjoining Unit, including any future encroachments arising or resulting from the repair or reconstruction of a residence subsequent to its damage, destruction, or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment.

Section 2. Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, employees, and assigns upon, across, over, in, and under the Common Property and Common Area and a right to make such use of the Common Property and Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

Section 3. Utilities. There is hereby granted to the Association a blanket non-exclusive easement upon, across, over, and under the Common Property and Common Area for utilities and the installation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity and master television antenna systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment, and appurtenances on the Property and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, and television wires, circuits, conduits and meters. In the event any utility or quasi-utility company (public or private), or a special district furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Common Property or Common Area without conflicting with the terms hereof; provided, however, that such right and authority shall cease and terminate upon ten (10) years from the date this Declaration is recorded. The easement provided for in this Section 3 shall in no way affect, avoid, extinguish, or modify any other recorded easement(s) on the Property.

Section 4. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Common Property and Common Area, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Property for a period not to exceed ten (10) years from the date this Declaration is

recorded; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Unit Owner, his family members, guests, or invitees, to or of that Unit Owner's Unit, or any recreational facility completed upon the Common Property or Common Area.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. Every Unit Owner, on its own behalf and its respective lessees, guests, family members, and invitees shall faithfully observe and comply with all of the terms, covenants and conditions wherever imposed including this Declaration, the Articles, the Bylaws, the Development Standards, and all rules and regulations adopted by the Executive Board, as the same may be amended from time to time. The violation of any of the rules and regulations adopted by the Executive Board, or the breach of any provision of this Declaration shall give the Executive Board the right, in addition to any other rights set forth in this Declaration (including but not limited to those remedies described in Article V, Section 14 above): (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent of the provisions hereof, and the Executive Board shall not be deemed guilty of trespass, or (ii) to use self-help to remove or cure any violation hereof, at the expense of the defaulting Unit Owner, provided that the defaulting Unit Owner receives written notice from the Executive Board concerning such default at least ten (10) days before such action. The Association, regarding portions of the Property which are subject to the Supplemental Declaration or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles, the Bylaws, the Development Standards or rules and regulations of the Association. The Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents, as well as any and all rights and remedies which may be provided in the Development Standards, this Declaration, the Bylaws, the Articles and rules and regulations of the Association, or which may be available at law or equity and may prosecute any action or proceeding against such defaulting Unit Owner, Member and other Persons for an injunction, whether affirmative or negative, specific performance, or for enforcement or foreclosure of the lien hereinabove provided, and the appointment of a receiver, or for damages or judgment for payment of money and collection thereof, or for any combination of remedies or for any other relief without notice or hearing. However, each Unit Owner shall have the right to request, in writing, that a hearing be held before the Executive Board before any curative action by the Association is imposed. If a Unit Owner requests in writing a hearing before the Executive Board before any such action is imposed, the imposition of such action shall be suspended until the hearing is held. At

such hearing, the Executive Board shall receive evidence and determine whether or not such default exists, which determination shall be a final judgment. The Association shall be entitled to recover its collection costs and reasonable attorneys' fees and costs incurred pursuant thereto, and all costs incurred as a result of such failure to comply, including interest, without the necessity of a legal proceeding. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and costs, as well as any and all other sums awarded by the Court. Failure by the Association, or any Unit Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Conflicts of Provisions. In case of any conflict between this Declaration, the Articles, or the Bylaws, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control.

Section 4. Effect on Mortgage. Except as otherwise set forth in Article V, Section 4 above, any breach of any of the covenants, conditions, restrictions, reservations and servitudes provided for in this Declaration, or any right of reentry by reason thereof, shall not defeat or adversely affect the lien of any Mortgage upon any Unit, but except as herein specifically provided, each and all of said covenants, conditions, restrictions, reservations and servitudes shall be binding upon and effective against any lessee or Unit Owner whose title thereto is acquired by foreclosure, trustee's sale, sale, deed in lieu of foreclosure or otherwise.

Section 5. Duration, Revocation, and Amendment. Each and every provision of this Declaration shall run with and bind the Property for perpetuity. This Declaration and the Plat may be amended pursuant to C.R.S. § 38-33.3-217 (Amendment of Declaration). Pursuant to the Act, the Declaration may be amended by the Declarant under certain specified conditions, including those set forth above in Article IV (reserved rights). Pursuant to the Act, the Declaration may be amended by the Association under certain specified conditions described therein. Otherwise, all amendments must be by an instrument approved in writing by not less than sixty-seven percent (67%) of the Members. Such amendments shall be effective when duly recorded; provided, however, that any amendment must comply with the statutes of the State of Colorado and the resolutions and ordinances of the County of Douglas, Colorado, or of any governmental entity having jurisdiction over the Property, in existence at the time such amendment becomes effective. Except with the express written consent of all Members the manner in which Common Expenses are assessed shall not be altered (pursuant to the Act § 38-33.3-217(4)). All amendments shall be in accordance with § 38-33.3-217 (Amendment of

Declaration) of the Act. Termination of the Common Interest Community shall be governed by § 38-33.3-218 (Termination of Common Interest Community) of the Act.

Section 6. Registration by Unit Owner of Mailing Address. Each Unit Owner shall register its mailing address [and its first Mortgagee's mailing address] with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon a Unit Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Unit Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Executive Board or the Association shall be sent by certified mail, postage prepaid, to 2030 Champions Circle, Castle Rock, Colorado 80104, until such address is changed by the Association.

Section 7. Captions and Exhibits: Construction. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein are incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Common Interest Community as hereinabove set forth.

Section 8. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9. Fair Housing. No Unit Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of its Unit to any Person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap, or national origin.

Section 10. Mortgage of Units. Each Unit Owner shall have the right, subject to the provisions hereof, to make separate Mortgages for their respective Unit. No Unit Owner shall have the right or authority to make or create or cause to be made or created any Mortgage, or other lien or security interest on or affecting the Property or any part thereof, except only to the extent of its Unit.

Section 11. Binding Arbitration. In case of any claim or dispute between the Declarant, its builder, general contractor, or broker, or their agents or employees, on the one hand and any Unit Owner(s), on the other hand, which claim or dispute relates to the right and/or duties of the parties under the project documents, or relates to the design or construction of the project or any part thereof, the procedure shall be as follows: The aggrieved party or parties shall notify the other party or parties of the grievance, in writing. When such a notice is received by the aggrieving party, it shall promptly respond with an investigation, inspection meeting, discussion, or other action

FINAL PLAT
PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION

#9407234

P-257

FILING NO. 1

PART OF THE WEST 1/2 OF SECTION 13 AND PART OF THE EAST 1/2 OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF
CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2



LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF THE WEST HALF OF SECTION 13 AND PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, THENCE S21° 09' 48" E 1313.33 FEET ALONG THE EAST LINE OF SAID SECTION 14 TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE N09° 11' 17" W 193.88 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING, THENCE DEPARTING SAID SOUTH LINE N09° 00' 00" W 55.43 FEET TO A POINT ON THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF EMERALD DRIVE AS DESIGNATED BY DIVISION DRIVE SUBDIVISION, FILING NO. 1, THENCE ALONG SAID SOUTHEASTERLY LINE OF EMERALD DRIVE 416.43 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 411.00 FEET, A CENTRAL ANGLE OF 88° 11' 55" AND A CHORD BEARING N27° 40' 59" W 446.6 FEET, THENCE DEPARTING SAID SOUTHWESTERLY LINE OF EMERALD DRIVE N43° 04' 17" W 64.13 FEET, THENCE S88° 10' 31" W 136.43 FEET, THENCE S01° 18' 34" W 188.97 FEET, THENCE S21° 08' 14" W 392.56 FEET, THENCE S28° 25' 52" W 188.17 FEET, THENCE S28° 04' 21" W 110.1 FEET, THENCE S09° 56' 44" W 403.63 FEET, THENCE S13° 34' 2" W 84.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE ALONG SAID LINE S09° 55' 45" W 226.82 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, THENCE ALONG SAID LINE N89° 21' 17" W 193.39 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14 TO THE TRUE POINT OF BEGINNING, AND CONTAINING 11.90 ACRES, MORE OR LESS.

STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE TOWN OF CASTLE ROCK THAT THE DEDICATED PUBLIC ROADS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE ROAD BUILDER CONSTRUCTS THE STREETS AND ROADS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCES, IF ANY, AND THE SUBDIVISION REGULATIONS AND OTHER ORDINANCE OF THE TOWN OF CASTLE ROCK IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT AND APPROVAL OF THE TOWN HAS ISSUED TO THAT EFFECT.

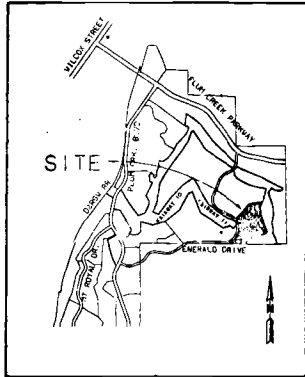
DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE HEREINWITHIN BEING ALL OF THE OWNERS AND HOLDERS OF LIENS AND MORTGAGES OF THE ABOVE DESCRIBED LANDS IN THE TOWN OF CASTLE ROCK, COLORADO, HAVE BY THESE PRESENTS LAID OUT, PLANNED AND SUBDIVIDED THE SAME INTO BLOCKS, LOTS AND TRACTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1," AND DO HEREBY DEDICATE TO THE TOWN OF CASTLE ROCK AS A PUBLIC ROAD, THE STREET AND ROAD AS SHOWN ON SAID PLAT THIS BEING SAHARA CIRCLE, TRACTS A, B, C, D, E, AND G AND PRIVATELY OWNED COMMON AREAS AND TRACT "E" IS A PRIVATELY OWNED ACCESS EASEMENT AND COMMON AREA FOR THE BENEFIT OF LOTS 1, 2, AND 3 OF BLOCK 1.

THE HEREIN SIGNED HEREBY FURTHER DEDICATE ALL UTILITY EASEMENTS AND DRIGHWAYS TO THE TOWN OF CASTLE ROCK FOR PUBLIC USE AND MAINTENANCE AND MAINTENANCE THEREON AND MAINTENANCE THEREON, ARISING UPON ALLOWING OR UPON THE USE OF SAID ROADS AS DESCRIBED ANY SHOWN HEREON, WATER UTILITIES APPURTENANCES TO THE SAID DRIGHWAYS AND DRIGHWAYS TO BE MAINTAINED BY THE TOWN OF CASTLE ROCK AT ALL TIMES.

THE HEREIN SIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN HEREON.

THE LANDS COMPRISING THIS SUBDIVISION MAY BE SUBJECT TO CERTAIN COVENANTS EXCERPTED THIS 3rd DAY OF January 1974.



VICINITY MAP
N.T.S.

NOTES

1. BASIS OF BEARING: THE LASTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN IS CONSIDERED TO BEAR S 01° 09' 48" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO AS MONUMENTED BY THE NEAR AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 AND 1/4 NEAR AT THE EAST 1/4 CORNER OF SAID SECTION 14.
2. PURSUANT TO TOWN OF CASTLE ROCK ORDINANCE NO. 377, NO BUILDING PERMIT WILL BE ISSUED FOR THE ERECTION OF ANY STRUCTURAL IMPROVEMENT IN ANY AREA DESCRIBED HEREON FOR WHICH A FINAL SITE PLAN HAS NOT BEEN APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CASTLE ROCK.

PROPERTY OF
SKLD

OWNERS

OLNEY LEASURE COUNTRY CLUB, LTD., A COLORADO CORPORATION
630 CHAMPIONS CIRCLE
CASTLE ROCK, COLORADO 8004

BY: *[Signature]*
TITLE: *President*

NOTARY

STATE OF *Colorado*
COUNTY OF *Douglas*

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF January 1974 BY *Olney Leisure Country Club, Ltd.* A COLORADO CORPORATION.

FITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES 7-30-74

NOTARY PUBLIC *[Signature]*

ADDRESS *2422 1/2 Ave. N. Castle Rock, CO*

SURVEYING CERTIFICATE



I, *Walter Henry Havel*, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

DATE *Jan 27, 1974*

TITLE CERTIFICATE

Looper L. Noveck AN AUTHORIZED REPRESENTATIVE OF *Looper Title Insurance Co.* A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION SIGNED THIS 26th DAY OF January 1974.

Looper L. Noveck TITLE INSURANCE COMPANY
Looper L. Noveck TITLE INSURANCE COMPANY

PLANNING COMMISSION APPROVAL

THIS PLAT WAS APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO THE 26th DAY OF January, A.D. 1974.

John A. Noveck DATE *1/27/74*
CHAIRMAN
Walter Havel DATE *1/23/74*
TOWN CLERK

TOWN COUNCIL APPROVAL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO THE 17th DAY OF January, A.D. 1974.

BY: *Walter Havel* DATE *1/27/74*
MAYOR
Walter Havel DATE *1/23/74*
TOWN CLERK

RECORDERS CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT 11:23 A.M. ON THE 26th DAY OF January 1974 IN BOOK _____ PAGE _____ RECEIPTION NO. *9407234*

REVISIONS:

REV 01-05-94
REV 11-10-83
DATE 10-03-83

PREPARED BY
MARTIN/MARTIN
Consulting Engineers
251 Kipling St
West Platte, Co 631-6100

FINAL PLAT
PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION
FILING NO. 1

PART OF THE WEST 1/2 OF SECTION 13 AND PART OF THE EAST 1/2 OF SECTION 14,
 TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF
 CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 2 OF 2



CURVE DATA

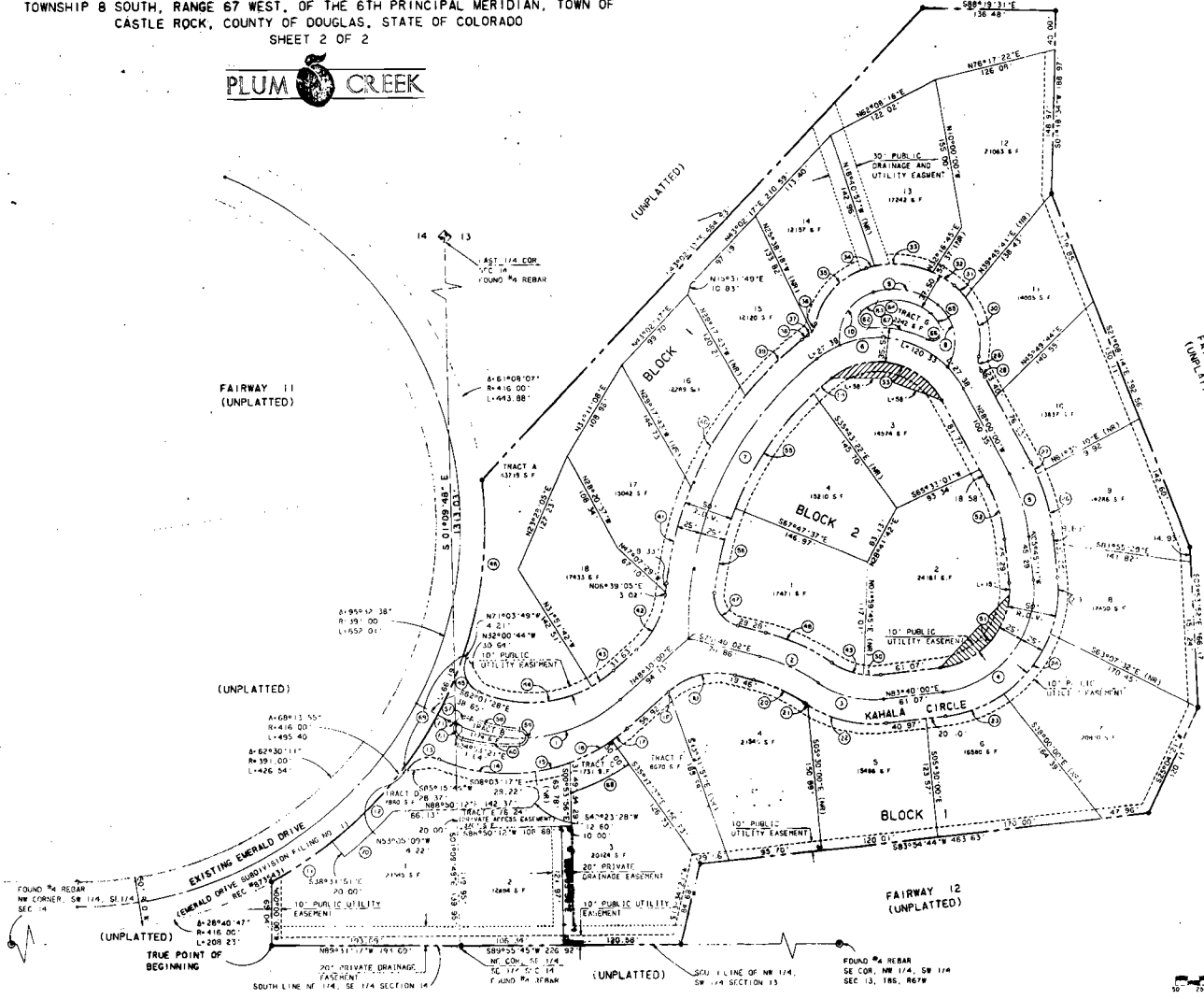
NO.	CH. 15	880-15	880	CHORD
1	0+00.00	78.00	187.81	187.81
2	78.00	190.00	86.78	285.59
3	190.00	100.00	71.57	219.02
4	290.00	101.00	183.87	474.46
5	391.00	175.00	87.87	569.33
6	566.00	100.00	178.06	747.39
7	666.00	200.00	228.97	896.36
8	866.00	80.00	70.81	947.17
9	946.00	70.00	81.71	1028.88
10	1016.00	418.00	105.86	1134.74
11	1434.00	182.00	148.51	1283.25
12	1616.00	182.00	36.80	1465.45
13	1798.00	182.00	18.71	1652.76
14	1980.00	182.00	18.00	1845.07
15	2162.00	182.00	72.78	2042.38
16	2344.00	182.00	136.00	2254.69
17	2526.00	182.00	3.66	2481.00
18	2708.00	182.00	78.84	2722.31
19	2890.00	182.00	86.41	2978.62
20	3072.00	182.00	78.86	3250.93
21	3254.00	182.00	136.00	3539.24
22	3436.00	182.00	13.81	3843.55
23	3618.00	200.00	13.81	4164.86
24	3800.00	125.00	7.44	4503.17
25	3982.00	20.00	13.14	4858.48
26	4002.00	78.00	18.00	5130.79
27	4080.00	78.00	18.00	5419.10
28	4158.00	78.00	18.00	5723.41
29	4236.00	78.00	18.00	6043.72
30	4314.00	78.00	18.00	6380.03
31	4392.00	78.00	18.00	6732.34
32	4470.00	78.00	18.00	7100.65
33	4548.00	78.00	18.00	7484.96
34	4626.00	78.00	18.00	7885.27
35	4704.00	78.00	18.00	8301.58
36	4782.00	78.00	18.00	8733.89
37	4860.00	78.00	18.00	9182.20
38	4938.00	78.00	18.00	9646.51
39	5016.00	78.00	18.00	10126.82
40	5094.00	78.00	18.00	10623.13
41	5172.00	78.00	18.00	11135.44
42	5250.00	78.00	18.00	11663.75
43	5328.00	78.00	18.00	12208.06
44	5406.00	78.00	18.00	12769.37
45	5484.00	78.00	18.00	13347.68
46	5562.00	78.00	18.00	13942.99
47	5640.00	78.00	18.00	14555.30
48	5718.00	78.00	18.00	15184.61
49	5796.00	78.00	18.00	15831.92
50	5874.00	78.00	18.00	16497.23
51	5952.00	78.00	18.00	17180.54
52	6030.00	78.00	18.00	17881.85
53	6108.00	78.00	18.00	18599.16
54	6186.00	78.00	18.00	19332.47
55	6264.00	78.00	18.00	20081.78
56	6342.00	78.00	18.00	20847.09
57	6420.00	78.00	18.00	21628.40
58	6498.00	78.00	18.00	22425.71
59	6576.00	78.00	18.00	23239.02
60	6654.00	78.00	18.00	24068.33
61	6732.00	78.00	18.00	24913.64
62	6810.00	78.00	18.00	25774.95
63	6888.00	78.00	18.00	26652.26
64	6966.00	78.00	18.00	27545.57
65	7044.00	78.00	18.00	28454.88
66	7122.00	78.00	18.00	29380.19
67	7200.00	78.00	18.00	30321.50
68	7278.00	78.00	18.00	31278.81
69	7356.00	78.00	18.00	32252.12
70	7434.00	78.00	18.00	33241.43
71	7512.00	78.00	18.00	34246.74
72	7590.00	78.00	18.00	35268.05
73	7668.00	78.00	18.00	36305.36
74	7746.00	78.00	18.00	37358.67
75	7824.00	78.00	18.00	38427.98
76	7902.00	78.00	18.00	39513.29
77	7980.00	78.00	18.00	40614.60
78	8058.00	78.00	18.00	41731.91
79	8136.00	78.00	18.00	42865.22
80	8214.00	78.00	18.00	44014.53
81	8292.00	78.00	18.00	45180.84
82	8370.00	78.00	18.00	46364.15
83	8448.00	78.00	18.00	47565.46
84	8526.00	78.00	18.00	48784.77
85	8604.00	78.00	18.00	50022.08
86	8682.00	78.00	18.00	51278.39
87	8760.00	78.00	18.00	52553.70
88	8838.00	78.00	18.00	53848.01
89	8916.00	78.00	18.00	55161.32
90	8994.00	78.00	18.00	56493.63
91	9072.00	78.00	18.00	57844.94
92	9150.00	78.00	18.00	59215.25
93	9228.00	78.00	18.00	60604.56
94	9306.00	78.00	18.00	62012.87
95	9384.00	78.00	18.00	63440.18
96	9462.00	78.00	18.00	64886.49
97	9540.00	78.00	18.00	66351.80
98	9618.00	78.00	18.00	67836.11
99	9696.00	78.00	18.00	69339.42
100	9774.00	78.00	18.00	70861.73

- LEGEND**
- PLAT BOUNDARY LINE
 - - - EXISTING DEEDED GOLF COURSE BOUNDARY LINE
 - - - EXISTING PLATTED BOUNDARY LINE
 - - - EXISTING DEEDED GOLF COURSE BOUNDARY LINE (TO BE ADJUSTED)
 - - - LOT OR PARCEL LINES
 - SECTION LINES
 - FOUND REBAR
 - ◆ SECTION CORNER
 - - - EASEMENT LINE
 - SET * REBAR WITH CAP I.S. # 8558
 - NR NON-RADIAL
 - ▲ SIGHT TRIANGLE
 - ▨ NO IMPROVEMENTS SHALL BE PLACED, PLANTED OR CONSTRUCTED THAT EXCEED 30' HEIGHT



REV 01-05-94
 REV 11-10-93
 PREPARED BY DATE 10-03-93
MARTIN/MARTIN
 Consulting Engineers
 4251 Kipling St
 Wheat Ridge, Co 80033
 431 - 8100

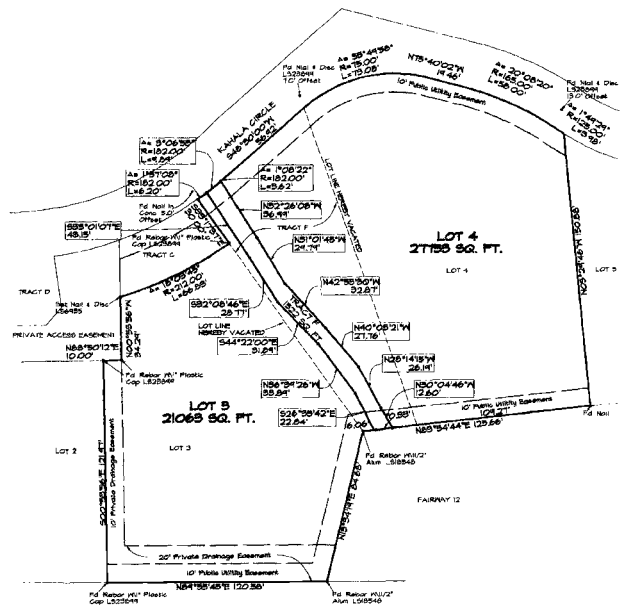
PROPERTY OF
SKLD



SCALE 1" = 100'

PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1 FIRST AMENDMENT

REPLAT OF LOTS 3, 4 & TRACT F, BLOCK 1, PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1
IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P. M.
TOWN OF CASTLE ROCK, DOUGLAS COUNTY, COLORADO



PROPERTY DESCRIPTION:
LOTS 3, 4 AND TRACT F, BLOCK 1, PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1, TOWN OF CASTLE ROCK, DOUGLAS COUNTY, COLORADO.

STATEMENT OF DIRECTOR OF PLANNING AND DEVELOPMENT APPROVAL
THIS PLAT WAS APPROVED BY THE DIRECTOR OF PLANNING, DIRECTOR OF THE TOWN OF CASTLE ROCK, COLORADO THE 28TH DAY OF August, A.D., 2002

ATTEST:
Antonia A. Selman
DIRECTOR OF PLANNING AND DEVELOPMENT OF TOWN OF CASTLE ROCK
DATE: Aug 28, 2002

STATEMENT OF TOWN APPROVAL AND ACCEPTANCE
ON BEHALF OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE TOWN

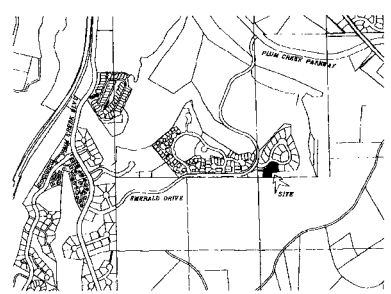
ATTEST, TOWN OF CASTLE ROCK
Dolly Ann TOWN CLERK
Mark Stone TOWN MANAGER

SURVEYOR'S CERTIFICATE
I DAVID E ARCHER, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DECEMBER 11, 2001, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO REGARDING MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN OF CASTLE ROCK SUBDIVISION REGULATIONS

TITLE CERTIFICATE
I AM AN AUTHORIZED REPRESENTATIVE OF *Land Title Guaranty Co.*
A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES, AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION
SIGNED THIS 26th DAY OF August, 2002
ATTEST:
Land Title Guaranty Co.
TITLE INSURANCE COMPANY

STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF August, 2002, BY *Eric Diercks* AS *Title Officer* OF *LAND TITLE GUARANTY COMPANY*
WITNESS MY HAND AND OFFICIAL SEAL THIS 26th DAY OF August, 2002
MY COMMISSION EXPIRES 9-1-03
Susan J. Rasmussen
NOTARY PUBLIC

NOTE:
TRACT F IS PRIVATELY OWNED COMMON AREA



- VICINITY MAP -
1:4000

CERTIFICATE OF DEDICATION AND OWNERSHIP
THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEE AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, DOUGLAS COUNTY, COLORADO, AS DESCRIBED HEREIN, HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO TWO LOTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1ST AMENDMENT THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF CASTLE ROCK FOR PURPOSES OF OWNERSHIP AND MAINTENANCE ALL UTILITY EASEMENTS AS DESCRIBED AND SHOWN HEREON.
THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES AND CABLEVISION THE RIGHT TO INSTALL, MAINTAIN AND OPERATE WATERS, TRANSMISSION LINES, SERVICE LINES, CABLE TELEVISION LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY, COMMUNICATION AND CABLE TELEVISION SERVICES WITHIN THIS SUBDIVISION, OR PROPERTY CONTIGUOUS HERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS THESE UTILITY EASEMENTS AS DESCRIBED AND IDENTIFIED FOR SPECIFIC USES HEREON.

EXECUTED THIS 20th DAY OF July, 2002
OWNER
JAY L LEROUF
3758 KAMALA CIRCLE
CASTLE ROCK, CO 80104

NOTARY CERTIFICATES
STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF July, 2002, BY JAY L LEROUF.
WITNESS MY HAND AND OFFICIAL SEAL THIS 22nd DAY OF July, 2002
MY COMMISSION EXPIRES 12-15-02
Kristi Mitchell
NOTARY PUBLIC

OWNER
William F Esslinger
2145 KAMALA CIRCLE
CASTLE ROCK, CO 80104

NOTARY CERTIFICATES
STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF July, 2002, BY WILLIAM F ESSLINGER
WITNESS MY HAND AND OFFICIAL SEAL THIS 20th DAY OF July, 2002
MY COMMISSION EXPIRES 04/10/04
Melissa Lloyd
NOTARY PUBLIC

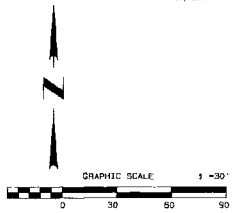
MORTGAGEE LONG BEACH MORTGAGE COMPANY
P O BOX 108
NORTHRIDGE, CA 91326
John AS *Vice President* OF
LONG BEACH MORTGAGE COMPANY

NOTARY CERTIFICATES
STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF August, 2002, BY *John* AS *Vice President* OF *Bankwest Long Beach Mortgage Company*
WITNESS MY HAND AND OFFICIAL SEAL THIS 25th DAY OF August, 2002
MY COMMISSION EXPIRES 02-01
John
NOTARY PUBLIC

MORTGAGEE WELLS FARGO MORTGAGE, INC.
CORP. OFFICE: 13501-011
HOME OFFICE: 1000
1255 WINDY: 504 50358
Don AS *Branch Manager* OF
WELLS FARGO MORTGAGE, INC.

NOTARY CERTIFICATES
STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF August, 2002, BY *Don* AS *Branch Manager* OF
WELLS FARGO MORTGAGE, INC.
WITNESS MY HAND AND OFFICIAL SEAL THIS 25th DAY OF August, 2002
MY COMMISSION EXPIRES 08/05/2008
John
NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO } SS
COUNTY OF DOUGLAS }
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT 1:55 PM ON THE DAY OF August 2002
IN BOOK PAGE MAP RECEPTION NO. 200208257
DOUGLAS COUNTY CLERK AND RECORDER
BY *Walter*
Deputy



Owner: *Players Crossing at Plum Creek Villages Inc.*
A Colorado corporation
Ang K. Ellington

State of Colorado
County of Douglas
The foregoing instrument was acknowledged before me this 26th day of August, 2002, by *Eric Diercks* AS *Title Officer* OF *Land Title Guaranty Co.*
My Commission Expires: 11/1/2003
Nancy Public

RECORD 11-26-02 Mr. Stone 11-26-02 11-27-02 Term of Castle Rock	DAVID E ARCHER & ASSOCIATES, INC. LAND DEVELOPMENT CONSULTING SURVEYING & ENGINEERING PHONE (303) 988-4444 100 WILSON ST. CASTLE ROCK, COLORADO 80104	REPLAT LOTS 3, 4 & TRACT F, BLOCK 1, PLAYERS CROSSING AT PLUM CREEK VILLAGES SUBDIVISION FILING NO. 1, TOWN OF CASTLE ROCK, DOUGLAS COUNTY, CO. PLAYERS CROSSING HOA Sheet 1 of 1 01-256
---	--	---

11-27-02 Term of Castle Rock