

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BANNING LEWIS RANCH AMERICAN DREAM  
(Filing Nos. 36A, 36B, and 36C)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BANNING LEWIS RANCH AMERICAN DREAM (Filing Nos. 36A, 36B, and 36C) (the “**Supplemental Declaration**”), dated for reference purposes as of this 29 day of September, 2020, is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (“**Declarant**”). Unless otherwise defined in this Supplemental Declaration, initially capitalized phrases, terms, and words in this Supplemental Declaration have the meanings set forth in Section 2.1 below.

**Introductory Statement**

The Master Declaration established a master planned community known as Banning Lewis Ranch located in the City of Colorado Springs in El Paso County, Colorado, and imposed certain conditions, covenants, reservations, and restrictions affecting the Annexed Property. Section 1.33 of the Master Declaration provides that Declarant may identify portions of the Annexed Property as Neighborhoods. Pursuant to the Master Declaration, Declarant has identified the BLR 36A, 36B, and 36C Neighborhood Area as a Neighborhood that it intends to develop as a Neighborhood (the “**BLR 36A, 36B, and 36C Neighborhood**”). By the Recording of this Supplemental Declaration and by the Recording of Notices of Inclusion subjecting Included Property to the provisions of this Supplemental Declaration, Declarant intends to subject the BLR 36A, 36B, and 36C Neighborhood Area to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration.

**DECLARATION**

Declarant hereby declares that, from and after the date that Declarant Records this Supplemental Declaration, (a) the 36A, 36B, and 36C Neighborhood Area shall be subject to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration, (b) Owners of any property within the BLR 36A, 36B, and 36C Neighborhood Area shall thereafter convey, encumber, enjoy, hold, lease, maintain, occupy, own, sell, and transfer such property subject to this Supplemental Declaration, and (c) the terms of this Supplemental Declaration shall thereafter touch and concern such property.

Declarant further declares that the covenants, conditions, equitable servitudes, limitations, restrictions, and reservations set forth in this Supplemental Declaration shall (a) run with such land, and all parts thereof, at law and as an equitable servitude, (b) bind all Persons having or acquiring any interest in the BLR 36A, 36B, and 36C Neighborhood Area or any part thereof, (c) enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the BLR 36A, 36B, and 36C Neighborhood Area and be in furtherance of a common and general plan of development, improvement, enhancement, and protection of the BLR 36A, 36B, and 36C Neighborhood, (d) inure to the benefit of, and be binding upon, each Owner and every part of the BLR 36A, 36B, and 36C Neighborhood Area and every interest therein included in the BLR 36A,

36B, and 36C Neighborhood Area, and (e) be enforceable by Declarant, the Finance District, and Operating District as provided in this Supplemental Declaration.

## ARTICLE 1

### General

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

1.2 Master Declaration Covenants and Easements. The BLR 36A, 36B, and 36C Neighborhood Area is, and shall be, subject to the conditions, provisions, and terms of the Master Declaration including (a) the authority and power of the Finance District and Operating District as set forth in Article 3 thereof, (b) maintenance requirements set forth in Article 4 thereof, (c) the design review process set forth in Article 5 thereof, (d) the covenant enforcement provisions set forth in Article 6 thereof, (e) the use restrictions set forth in Article 7 thereof, (f) the covenants and disclosures regarding drainage and other matters set forth in Article 8 thereof, (g) the imposition of a Transfer Fee set forth in Article 9 thereof, (h) Declarant's rights, reservations, and exemptions set forth in Articles 10, 11, and 15 thereof, (i) the easements and disclosures set forth in Article 13 thereof, and (j) the authority and rights of the Operating District with respect to Public Facilities (as defined in the Master Declaration and as set forth in Article 14 thereof).

1.3 Applicability of Colorado Common Interest Ownership Act. The BLR 36A, 36B, and 36C Neighborhood is not a Common Interest Community as that term is defined in C.R.S. § 38-33.3-103(8) of the Act. This Supplemental Declaration does not impose any liability on any Lot or portion of the BLR 36A, 36B, and 36C Neighborhood for the payment of common expenses. Accordingly, this Supplemental Declaration shall not be governed by the Act.

## ARTICLE 2

### Definitions

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

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

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

“**Applicable Laws**” means (a) the Act, to the extent applicable to the BLR 36A, 36B, and 36C Neighborhood Area and (b) all other decrees, edicts, laws, orders, ordinances, promulgations,

regulations, rules, and statutes of the City and all federal, local, or state governments and their respective agencies, departments, divisions, or parts thereof that have or, from time to time exercise jurisdiction over the BLR 36A, 36B, and 36C Neighborhood Area.

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

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

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

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

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

“**Benefited Lots**” means a Lot that is identified in Attachment 5 as a Benefited Lot.

“**BLR 36A, 36B, and 36C Neighborhood**” has the meaning set forth in the “Introductory Statement.”

“**BLR 36A, 36B, and 36C Neighborhood Area**” means real property described in Attachment 1 attached to this Supplemental Declaration, *plus* any property described in a Notice of Inclusion and added to the BLR 36A, 36B, and 36C Neighborhood Area in the manner set forth in Section 3.3, *less* any property described in a Notice of Withdrawal and withdrawn from the BLR 36A, 36B, and 36C Neighborhood Area in the manner set forth in Section 3.4.

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

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

“**Burdened Lots**” means the Lots identified in Attachment 5 as a Lot burdened by the Use Easement.

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

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

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

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

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

“**Common Area**” means the Tracts together with the facilities and other improvements designated for access, drainage, open space, streets, utility, and other purposes on the Final Plats.

“**Common Area Risks**” means all Claims and risks attendant to, or associated with common areas and public facilities similar to the Common Area including Claims for injury to person, property, or both, arising out of, or resulting from, (a) the activities of the Operating District and the District Parties, (b) the construction, design, maintenance, operation, and use of the Common Area, (c) the construction, marketing, and sales activities of Declarant that utilize the Common Area and are associated with the construction, marketing, and sale of Residences in the BLR 36A, 36B, and 36C Neighborhood Area, (d) drainage resulting from the Established Drainage Pattern and drainage easements established for, or existing on, the BLR 36A, 36B, and 36C Neighborhood Area, (e) lights, noise, odors, and vibrations associated with the Common Area (including lights, noise, odors, and vibrations generated by air compressors, crowds, lawn mowers, leaf blowers, lights used to illuminate night time activities, mulchers, parking, public events, pumps, tractors, traffic, and Vehicles), (f) trespass, acts, or omissions of Residents and other Persons employed in connection with using, or otherwise present on or about, the Common Area, (g) the use of fertilizers, insecticides, and pesticides in connection with the maintenance of the Common Area, together with overspray in connection with such use, and (h) the use of reclaimed water, treated waste water, or other sources of non-potable water for irrigation and overspray.

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

“**Declarant Rights Period**” means a period beginning on the date of the Recording of this Supplemental Declaration and ending one-hundred (100) years after the date of the Recording of this Supplemental Declaration.

“**Design Standards**” has the meaning set forth in Section 4.3(g).

“**District**” means the Finance District and the Operating District, both quasi-municipal corporations and political subdivisions of the State of Colorado, as well as any other metropolitan districts serving portions of the Annexed Property, the BLR 36A, 36B, and 36C Neighborhood, or any additional property subjected to the Master Declaration and/or this Supplemental Declaration; “**District**” means one of the Districts.

“**Established Drainage Pattern**” means, with respect to any portion of the BLR 36A, 36B, and 36C Neighborhood Area, the drainage pattern established by the grading of such portion of the BLR 36A, 36B, and 36C Neighborhood Area in accordance with improvement plans for such drainage as evidenced by the Approval of the City at the completion of such grading and includes the drainage pattern from (a) the Common Area over other portions of the Common Area, over a Lot, or over properties outside the BLR 36A, 36B, and 36C Neighborhood Area, (b) a Lot over the Common Area, (c) any property owned by the City, the Operating District, or other Persons

over a Lot, (d) any Lot over property owned by the City, the Operating District, or other Persons, and (e) any Lot over another Lot.

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

“**Final Plats**” means the Recorded plats for Banning Lewis Ranch Filing Nos. 36A, 36B, and 36C.

“**Finance District**” means the Banning Lewis Ranch Metropolitan District No. 3 or such other District as Declarant or the Operating District may designate by a Recorded Notice.

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

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

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

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

“**Government Agency**” means the City, the District, Government Mortgage Agencies, metropolitan districts organized pursuant to the Special Districts Act, and any other government agency, authority, department, division, or enterprise thereof exercising or having jurisdiction over the BLR 36A, 36B, and 36C Neighborhood.

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

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

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

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

“**Included Property**” means the Lots described in a Notice of Inclusion added to, and made a part of, the Supplemental Community Area pursuant to the provisions of Article 3 below.

“**Includible Area**” means the real property described in Attachment 2, plus any real property that Declarant adds to the Includible Area in the manner set forth in Section 3.3(a).

**“Including Party”** means Declarant and any other Person designated in a Recorded instrument as a Builder or Successor Declarant that owns real property located in the Includible Area and has the right to add Included Property into the BLR 36A, 36B, and 36C Neighborhood as provided in Section 3.3(b).

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

**“Lot”** means any lot or parcel of land (a) described on, and established by, the Final Plats, (b) located within the BLR 36A, 36B, and 36C Neighborhood Area, and (c) upon which a Builder or Person may construct a Residence in accordance with Applicable Law.

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

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

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

**“Neighborhood”** has the meaning set forth in Section 1.33 of the Master Declaration.

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

**“Notice of Inclusion”** means a Notice Recorded for the addition of the Included Property described in such Recorded Notice into the BLR 36A, 36B, and 36C Neighborhood, as more particularly set forth in Section 3.3(c).

**“Notice of Withdrawal”** means a Notice Recorded for the withdrawal of property from the BLR 36A, 36B, and 36C Neighborhood Area, as more particularly set forth in Section 3.4.

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

**“Open Space Use”** has the meaning set forth in Section 5.2(c).

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

**“Owner”** means a Person or Persons, including Declarant, who hold fee simple title of Record to a Lot located in the BLR 36A, 36B, and 36C Neighborhood Area, including sellers under executory contracts of sale, but excluding buyers thereunder.

**“Paired Benefited Lot”** means, with respect to each Burdened Lot, the Benefited Lot (a) paired with such Burdened Lot, as set forth on Attachment 5 hereto, and (b) having the benefit, right, and use of the Use Easement Premises located on such Burdened Lot.

**“Paired Burdened Lot”** means, with respect to each Benefited Lot, the Burdened Lot (a) paired with such Benefited Lot, as set forth on Attachment 5 hereto, and (b) subject to the Use Easement in favor of such Benefited Lot.

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

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

“**Planting Strip Landscaping**” has the meaning set forth in Section 5.1(d).

“**Planting Strip Landscape Plan**” has the meaning set forth in Section 5.1(d)(i).

“**Public Facilities**” has the meaning set forth in Section 1.40 of the Master Declaration and includes the other public facilities in the BLR 36A, 36B, and 36C Neighborhood that are (a) constructed, operated, or owned by the City, a District, or other public entity, (b) intended to be used by members of the general public and Occupants and Owners in the BLR 36A, 36B, and 36C Neighborhood, and (c) located on Public Rights-of-Way or Tracts owned by the City, a District, or other public entity.

“**Public Facilities Risks**” has the meaning set forth in Section 1.41 of the Master Declaration and includes and means all risks attendant to, or associated with, common areas and public facilities similar to the Public Facilities including Claims for, or risks of, injury to person or property or both arising out of, or resulting from the fact that the Public Facilities may constitute, or be considered, an “attractive nuisance.”

“**Public Rights-of-Way**” mean (a) Tramore Court, a publicly dedicated street and right-of-way, (b) Callan Drive, a publicly dedicated drive and right-of-way, (c) Vista Del Tierra Drive, a publicly dedicated drive and right-of-way, (d) Thurless Lane, a publicly dedicated lane, (e) Castlebear Drive, a publicly dedicated drive and right-of-way, and (f) any other public boulevard, drive, right-of-way road, or street dedicated to, and accepted by, the City.

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

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

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

“**Residence**” means a single-family residence and related Improvements constructed on a Lot in the BLR 36A, 36B, and 36C Neighborhood Area.

“**Residential Clusters**” means each of the clusters of Lots identified as such in Attachment 4.

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

“**Site Plan**” means the site plan for the BLR 36A, 36B, and 36C Neighborhood Area attached as Attachment 3.

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

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

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

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

“**Termination Agreement**” has the meaning set forth in Section 8.6.

“**Tract**” has the meaning set forth in Section 1.54 of the Master Declaration.

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

“**Use Easement**” has the meaning set forth in Section 5.2.

“**Use Easement Premises**” means the five-foot strip of each Burdened Lot lying along the boundary line between a Burdened Lot and the Benefited Lot paired with such Burdened Lot, as set forth on Attachment 4 and depicted on the Site Plan on Attachment 3.

“**Use Easement Restrictions**” has the meaning set forth in Section 5.2(d) below.

“**Unightly Condition**” means a condition on a Lot that the Operating District determines, in its absolute and sole judgment, (a) detracts from the aesthetic nature, attractiveness, desirability, quality, and value of the BLR 36A, 36B, and 36C Neighborhood as a whole, (b) is inconsistent with the common and general plan established by Declarant for the benefit and betterment of the BLR 36A, 36B, and 36C Neighborhood as a whole, (c) is unattractive, unsightly, or otherwise detrimental to the aesthetic values of the BLR 36A, 36B, and 36C Neighborhood, or (d) violates the Supplemental Covenants and Easements regarding the appearance or attractiveness of the BLR 36A, 36B, and 36C Neighborhood as a whole.

“**Utilities**” means all utility services necessary for the convenient enjoyment and use of the Lots and the Common Area and includes cable television, electric, gas, water, sanitary and storm sewers, telephone, and similar services.

“**Utility Provider**” means the City Utilities or any other provider of Utilities to the BLR 36A, 36B, and 36C Neighborhood Area, as the context may require.

“**Utility Equipment**” means all equipment of every kind, nature, or type convenient or necessary for making available or providing Utilities to the Common Area and the Residences, and includes all equipment, junction boxes (including utility lines from junction boxes to a Residence), lines, manholes, meter pits (including utility lines from meter pits to a Residence), poles, pipelines and sleeves, and similar equipment.

“**VA**” means the Department of Veterans Affairs.

“**Vehicle**” means any vehicle of any kind, nature, or type (including motorized and non-motorized) and including an abandoned vehicle, an all-terrain vehicle, automobiles, boats, campers (including on or off supporting vehicles), cars, disabled or junk vehicles, mobile homes, motor homes, motorcycles, non-functioning vehicles, recreational vehicles, snowmobiles, tractors, towed



trailer units, trailers, trucks, utility vehicles, or other machines used for transporting materials or people.

### ARTICLE 3

#### Property Subject to Supplemental Declaration

3.1 Property Hereby Made Subject. The real property described in Attachment 1 is the real property subject to the conditions, covenants, restrictions, and reservations set forth in this Supplemental Declaration. In the manner set forth in this Article 3, Declarant and other Including Parties may (a) exclude and include land in the BLR 36A, 36B, and 36C Neighborhood and (b) subject land to, and withdraw land from, the conditions, provisions, and terms of this Supplemental Declaration.

3.2 Development of the BLR 36A, 36B, and 36C Neighborhood Area in Phases. Declarant shall have, and Declarant hereby reserves, the right, but not the obligation, to develop the Supplemental BLR 36A, 36B, and 36C Neighborhood Area in phases. Within the context of and in accordance with Declarant's general development plan, Residences on Lots included in the BLR 36A, 36B, and 36C Neighborhood shall be either substantially the same cost, quality, size, and style as Residences previously constructed in the same portion of the BLR 36A, 36B, and 36C Neighborhood Area or such other cost, quality, size, and style as may be Approved by Declarant.

3.3 Manner of Inclusion.

(a) Inclusion by Declarant. Declarant may add real property to the 36A, 36B, and 36C Neighborhood Area as Included Property provided that (i) the proposed Included Property is within the Includible Area and (ii) Declarant either owns the proposed Included Property or has the prior Approval to such inclusion from the owner of the proposed Included Property. Declarant shall add real property as Included Property to the BLR 36A, 36B, and 36C Neighborhood Area by Recording a Notice of Inclusion complying with Section 3.3(c) below.

(b) Inclusion by Other Persons; Notice of Inclusion. With the prior Approval of Declarant, all other Including Parties may add additional real property as Included Property provided that (i) such Including Party owns the proposed Included Property or has the prior Approval of the owner of the proposed Included Property, (ii) the proposed Included Property is within the Includible Area, and (iii) the Including Party executes and Records a Notice of Inclusion complying with Section 3.3(c) below.

(c) Contents of Notice of Inclusion. Any deed, Notice, or other instrument adding Included Property into the BLR 36A, 36B, and 36C Neighborhood (a "**Notice of Inclusion**") shall (i) be Recorded, (ii) state the name of the owner of the Included Property, (iii) if the Including Party is neither the owner of the Included Property nor Declarant, contain the Approval of the owner of such property, (iv) if the Approval of Declarant is required pursuant to Section 3.3(b) above, contain the Approval of Declarant, (v) describe the Included Property, (vi) contain a supplement that identifies the Benefited Lots, the Burdened Lots, the Paired Benefited Lots, and the Paired Burdened Lots in the Included Property, (vii) contain a Site Plan that shows in reasonable detail the Use Easement Premises in the Included Property, and (viii) refer to this

Supplemental Declaration, including the date and reception number for the Recordation of this Supplemental Declaration.

(d) Effect of Inclusion of Property. From and after the Recording of a Notice of Inclusion, the Included Property described in such Notice of Inclusion shall be part of the BLR 36A, 36B, and 36C Neighborhood Area and be subject to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration

3.4 Withdrawal of Lots by Declarant. Declarant may withdraw Lots that it owns from the BLR 36A, 36B, and 36C Neighborhood Area and from this Supplemental Declaration by the execution, acknowledgment, and Recordation of a Notice (a “**Notice of Withdrawal**”) of such withdrawal. The Notice of Withdrawal shall (a) be executed and acknowledged by Declarant, (b) contain an adequate legal description of Lots being withdrawn from the BLR 36A, 36B, and 36C Neighborhood Area, (c) contain a reference to this Supplemental Declaration, which reference shall state the date thereof, the date Recorded, and the reception number or other Recording information of this Supplemental Declaration, and (d) as applicable, contain a statement and declaration that such Lots are being withdrawn from the BLR 36A, 36B, and 36C Neighborhood Area and shall not be thereafter subject to this Supplemental Declaration. The withdrawal shall be effective upon Recording of the Notice of Withdrawal and, upon Recording of the Notice of Withdrawal, the Lots described therein shall no longer be part of the BLR 36A, 36B, and 36C Neighborhood Area or subject to this Supplemental Declaration.

3.5 Expansion or Contraction of Includible Area. Declarant may add to, expand, delete from, or remove all, or part, of the Includible Area by Recording an instrument that (a) is executed by the owner thereof (if Declarant is not then the owner of the real property being affected) and Declarant, (b) describes such real property, and (c) states that, after the Recording of such instrument, such real property shall thereafter be added to, or deleted from the Includible Area.

## ARTICLE 4

### Authority and Powers of Operating District

#### 4.1 Metropolitan Districts.

(a) Role of Operating District. The BLR 36A, 36B, and 36C Neighborhood Area is located within the boundaries of the Finance District. The Operating District and the Finance District have entered into the Intergovernmental Agreement (as defined in Section 1.26 of the Master Declaration) that has been duly approved by the registered electors of both Districts whereby the Operating District has agreed to impose such charges, fees, rates, and tolls as permitted under Applicable Law to pay for the provision of such services, including the provision of covenant enforcement and design review services as more particularly set forth in the Master Declaration and this Supplemental Declaration.

(b) Authority and Powers of Operating District. The Operating District shall have the authority, and may exercise with respect to the BLR 36A, 36B, and 36C Neighborhood Area, all powers reasonably necessary to administer its rights and duties under this Supplemental Declaration, including the power to (i) adopt and amend budgets for revenues, expenditures, and reserves, (ii) collect taxes and fees for expenses from the Owners to administer its duties and

obligations provided in this Supplemental Declaration, (iii) establish such policies, procedures, regulations, and rules (“**Regulations and Rules**”) as the Operating District deems appropriate for the proper administration of the covenants of this Supplemental Declaration, (iv) enforce this Supplemental Declaration (including the Regulations and Rules, the Supplemental Covenants and Easements, and the other provisions of this Supplemental Declaration) by (A) levying reasonable fees, fines, and penalties for violations and (B) taking such actions as are appropriate and/or necessary to collect such fees, fines, and penalties, (v) contract, cooperate, and enter into agreements with (A) a third-party property manager for the management of the BLR 36A, 36B, and 36C Neighborhood Area and performance of its duties pursuant to this Supplemental Declaration and (B) community associations, Government Authorities, Neighborhood Associations (as defined in Section 1.34 of the Master Declaration), and/or other Districts in furtherance of its duties pursuant to this Supplemental Declaration, (vi) restrict use of public facilities and establish and charge use fees, guest fees and other fees as deemed necessary or desirable by the Operating District, and (vii) exercise all other rights, powers, and authority necessary to enforce the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of Supplemental Declaration.

4.2 Delegation of Authority to Operating District. Declarant, for itself and its successors (including all Owners of Lots and Residences in the BLR 36A, 36B, and 36C Neighborhood Area) hereby (a) assigns and delegates to the Operating District the authority and power to (i) enforce the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration and (ii) perform the duties and obligations of the Operating District, as set forth in this Supplemental Declaration, with respect to the BLR 36A, 36B, and 36C Neighborhood Area and the Owners of Lots and Residences in the BLR 36A, 36B, and 36C Neighborhood Area, and (b) pursuant to C.R.S. § 32-1-1004(8)(a)(II), designates the Operating District as the entity responsible for enforcement of the Supplemental Covenants and Easements established by this Supplemental Declaration.

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

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

(b) Regulations and Rules for the BLR 36A, 36B, and 36C Neighborhood. In accordance with, and subject to, Applicable Law, the Operating District shall adopt, establish, and promulgate such Regulations and Rules as the Operating District deems appropriate, desirable, or necessary regarding (i) the enforcement of the Supplemental Covenants and Easements and this Supplemental Declaration, (ii) maintenance of, and repair of damage to, the Easements, and (iii) maintenance, repair, and replacement, as necessary, of the Auto Courts and Fences.

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

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

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

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

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

(C) After reasonable prior Notice to the Occupant and/or Owner of a Lot, enter upon a Lot for the purpose of maintaining repairing, and replacing the following: (1) Perimeter Fences, as set forth in Section 5.1(c) below and (2) damage to Use Easement Premises, as set forth in Section 5.2 below.

(d) Right to Contract for Supplemental Services. Subject to Applicable Law, the Operating District shall have the authority and power, but not the obligation, to contract on behalf, and in the name of, the Owners with one or more contractors to supplement the following services to the extent they are not provided by the City (“**Supplemental Services**”): (i) snow removal from the Auto Courts and the Common Area, (ii) maintenance and repair of paving in the Auto Courts and the Common Area, and (iii) the pick-up and removal of Recyclables and Trash from Residences and Common Area in the BLR 36A, 36B, and 36C Neighborhood Area. If the Operating District contracts with a contractor to provide the Supplemental Services, then the Operating District shall determine, in its discretion, the conditions and terms of such contracts, the nature and type of the Supplemental Services needed, and the extent, manner, and times at which such contractors will provide such Supplemental Services.

(e) Right to Contract with Management Company. The Operating District shall have the authority and right to contract with a professional management company to perform some or all of its duties pursuant to this Supplemental Declaration and to provide the Supplemental Services provided that any agreement for professional management of the business of the Operating District or any other contract providing for services of a Declarant shall have a maximum term of one year.

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

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

(g) Right to Supplement Guidelines. From time to time and in its discretion, the Operating District may establish additional design standards (“**Design Standards**”) for Improvements in the BLR 36A, 36B, and 36C Neighborhood Area that will supplement the Guidelines. Before commencing work on any proposed Improvements to a Residence, an Owner will comply with the procedures set forth in Article 5 of the Master Declaration.

(h) Right to Use Easements. The Operating District shall have the benefit and use of all of the easements, rights, and rights-of-way established and reserved by Declarant in the Master Declaration (including those specified in Article 13 of the Master Declaration) with respect to the BLR 36A, 36B, and 36C Neighborhood Area.

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

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

## ARTICLE 5

### Supplemental Covenants and Easements

5.1 Establishment of Supplemental Covenants and Easements. Subject to Section 1.2 above, Declarant hereby declares, establishes, and imposes upon the BLR 36A, 36B, and 36C Neighborhood Area the covenants, equitable servitudes, limitations, reservations, and restrictions set forth in this Section 5.1 (the “**Supplemental Covenants and Easements**”):

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

the full enjoyment and use of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (ii) barricade, block, hinder, interfere with the use of, or otherwise materially obstruct the full enjoyment and use of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (iii) keep, park, or store any Vehicles, except to the extent that the Site Plan provides for private driveway, off-street parking of Vehicles in a particular Auto Court and in a specific location, (iv) dismantle, maintain, paint or repaint, repair, service, or perform other work on a Vehicle in the Auto Court, or (v) store any container, receptacle, or other object in the Auto Court. Declarant and the Operating District reserve the right to amend this Supplemental Declaration if necessary to correct any discrepancies or errors in the designation of Residential Clusters, or if necessary, to reflect any amendments, corrections, or revisions of the Residential Clusters based on amendments of the Final Plat made after the Recording of this Supplemental Declaration.

(b) Condition of Improvements. Each Owner shall maintain its Lot and the Residence located thereon in an attractive, clean, and safe condition, in good repair, and in strict compliance with Applicable Laws and the Governing Documents. The Operating District shall (i) determine whether an Owner is maintaining its Lot and Residence in the condition required by this Section 5.1(b), (ii) determine whether any condition on a Lot constitutes an Unsanitary Condition, and (iii) maintain, operate, and repair the Common Area except as may otherwise be provided in this Supplemental Declaration. Notwithstanding the foregoing right of the Operating District, it shall be the sole and exclusive duty and obligation of each Owner to maintain its Lot and Residence in the condition required by this Section 5.1(b), and the Operating District shall have no authority, duty, power, obligation, or right to maintain such Improvements.

(c) Fences. Upon its construction of a Residence on a Lot, a Builder shall construct interior fences (“**Interior Fences**”) on the interior Lot lines at the locations generally depicted on the Site Plan and fences around the perimeter (the “**Perimeter Fences**”) of the BLR 36A, 36B, and 36C Neighborhood at the locations generally depicted on the Site Plan in Attachment 3. Owners and Operating District shall maintain, repair, and replace the Interior Fences and Perimeter Fences as follows:

(i) Interior Fences. Each Owner, for itself and its respective assigns, heirs, successors, and representatives (including all Occupants of an Owner’s Residence) shall (A) at its cost and expense, maintain, repair, and replace the Interior Fence(s) bounding its Lot in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the BLR 36A, 36B, and 36C Neighborhood Area and (B) not damage, injure, relocate, remove, or replace an Interior Fence or a Perimeter Fence.

(ii) Perimeter Fences. At its cost and expense, the Operating District shall maintain, repair, and replace the Perimeter Fences in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the BLR 36A, 36B, and 36C Neighborhood Area provided that if an Occupant or an Owner damages a Perimeter Fence, then, upon the demand of the Operating District, the Owner shall reimburse the Operating District the cost and expense incurred by the Operating District in such maintenance, repair, or replacement, together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

(d) Front-Yard Landscaping. Except for the Front-Yard Landscaping of front yards of Residences and the Planting Strip Landscaping between the sidewalk and street as described in this Section 5.1(d), each Owner shall maintain landscaping on its Lot in accordance with the requirements of the Master Declaration. With respect to landscaping of the front yards of residences (“**Front-Yard Landscaping**”) and landscaping of the planting strips between the sidewalks and streets (“**Planting Strip Landscaping**”), each Builder, Owner, and Operating District shall comply with the following covenants:

(i) Front-Yard Landscape Plan. Declarant shall establish a landscaping plan for the front yard of each Residence (a “**Front-Yard Landscape Plan**”) and the planting strips between the sidewalks and streets (“**Planting Strip Landscape Plan**”) that will generally depict the location and type of Front-Yard Landscaping for Residences and Planting Strip Landscaping in the BLR 36A, 36B, and 36C Neighborhood Area. From time to time, the Operating District shall have the right to change the Guidelines and/or plantings approved for the BLR 36A, 36B, and 36C Neighborhood Area provided that the Operating District shall not require a Builder to change Front-Yard Landscaping pursuant to a Front-Yard Landscape Plan or Planting Strip Landscaping pursuant to a Planting Strip Landscape Plan Approved by the Operating District notwithstanding changes to the Guidelines taking effect after such Approval.

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

(iii) Installation of Planting Strip Landscaping. At its cost and expense, Declarant shall (A) install the Planting Strip Landscaping between the sidewalks and streets pursuant to the Planting Strip Landscape Plan and (B) be responsible for replacement of the Planting Strip Landscaping for a one-year warranty period beginning with the month of the initial installation of such Planting Strip Landscaping.

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

(e) Short-Term Rentals of Residence. As it deems appropriate or desirable in its sole discretion, the Operating District shall have the right, but not the obligation, to impose (i) such limitations, Regulations and Rules, and other restrictions regarding and regulating the rental,

subleasing, and use of Residences Area for bed-and-breakfast, hotel, transient, or vacation-type rentals whether offered by Airbnb, HomeAway, VRBO, and similar online rental sites for short-term, temporary, or transient occupancy and use and (ii) such fines and penalties as the Operating District deems appropriate for violations of such limitations, Regulations and Rules, and other restrictions.

(f) Structures. In addition to the requirements set forth in Article 5 of the Master Declaration requiring Approval from the Operating District, no Builder or Owner shall build, construct, install, or maintain any accessory building, shed, structure, or Improvement on a Lot other than the Residence that exceeds six (6) feet in height or that is within five (5) feet of a Lot line.

(g) Recyclables and Trash. Each Owner shall (i) dispose of all garbage, grass clippings, leaves, lumber, metal, plant waste, scrap, shrub or tree clippings, or debris of any kind in containers (“**Trash**”) designated for trash by the City, (ii) dispose of recyclable bottles, glass, paper, plastic, and other recycled materials (“**Recyclables**”) in accordance with City requirements and in receptacles designated for Recyclables, (iii) on the days designated by the City for pick-up and removal, cause the receptacles for Recyclables and Trash to be carried out to a publicly dedicated street by the times for such pickup, as designated by the City, and (iv) within twenty-four (24) hours after the City has picked up such Recyclables and Trash, cause the receptacles to be taken from the publicly dedicated street to such Owner’s Residence. Owners shall dispose of bulk materials in accordance with the City requirements for the pick-up of such materials. If the Operating District contracts with, or designates a common, contractor to perform such services, then each Owner shall comply with the procedures and requirements of such subcontractor for the pickup and disposal of Recyclables and Trash.

5.2 American Dream Easements. Subject to Section 5.1 above, Declarant hereby creates, declares, establishes, and grants a non-exclusive, permanent, and separate easement (“**Use Easement**”) across, on, and over the Use Easement Premises on each Burdened Lot in the BLR 36A, 36B, and 36C Neighborhood Area. The Use Easement is created, declared, established, and granted upon the following conditions and terms:

(a) Benefited Lot. Each Owner of a Benefited Lot shall have the benefit and use of the Use Easement Premises located on the Burdened Lot with which it is paired, as set forth on Attachment 5 and for the purposes, and subject to the conditions, restrictions, and scope of, such Use Easement as set forth in Section 5.2(b) below.

(b) Conditions and Scope of Use Easement. The Occupants and Owner of a Benefited Lot shall have the right to enjoy and use the Use Easement Premises on its respective Paired Burdened Lot for Open Space Uses (as set forth in Section 5.2(c) below) subject to (i) the Use Easement Restrictions (as set forth in Section 5.2(d) below and (ii) compliance with the conditions and terms of this Supplemental Declaration, the Master Declaration, and regulations and rules established from time to time by the Operating District.

(c) Open Space Uses. With respect to the use of a Use Easement Premises by Occupants and Owners of a Benefited Lot, the term “**Open Space Uses**” *includes* planting of grass, flowers, and vegetables permitted by the Design Standards and general recreational, picnic, social,



and garden area, but *excludes* the planting of bushes, shrubs, and trees on the Use Easement Premises; the installation of a fence on any part of the Use Easement Premises other than the Fence constructed by a Builder; the construction, location, and use of Improvements on the Use Easement Premises; and the location and use of chairs, dog houses, gazebos, hot tubs, patios, trellises, tables, barbecue grills, barbecue smokers, and similar items on the Use Easement Premises.

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

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

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

(iii) A Burdened Lot shall have the right of drainage over, across, and upon the Use Easement Premises for normal precipitation upon and irrigation of the Burdened Lot, and the Owner of the Paired Benefited Lot adjacent to such Use Easement Premises shall not do or permit to be done any act which interferes with such drainage.

(iv) The Burdened Lot shall have the right of lateral and subjacent support for the Residence and all improvements now or hereafter constructed upon such Burdened Lot, and no use of the Use Easement Premises shall adversely affect such right of support.

(v) The Owner of the Benefited Lot shall be responsible for maintenance, repair, and replacement of the Use Easement Premises to the same extent as if the Use Easement Premises were a portion of such Benefited Lot and owned by the Owner of such Lot and Residence.

(vi) The Owner of the Benefited Lot shall not cover, obscure, or otherwise block the window of any Residence on its respective Paired Burdened Lot.

(e) Mutual Indemnification by Owners of Paired Benefited Lot and Paired Burdened Lot. The Owners of Paired Lots shall indemnify and hold each other harmless as follows:

(i) Indemnification by Owner of a Benefited Lot. The Owner of a Benefited Lot shall indemnify and hold the Owner of the Paired Burdened Lot harmless from damage to any Improvements now or hereafter constructed, erected, or located on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from use of the Use Easement Premises by the Occupant or Owner of such Benefited Lot. The Owner of the Benefited Lot shall acquire and keep in force adequate hazard and liability insurance covering the Use Easement Premises.

(ii) Indemnification by Owner of a Burdened Lot. The Owner of a Burdened Lot shall indemnify and hold the Owner of the Paired Benefited Lot harmless from damage to any Improvements on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from the exercise by the Owner of a Burdened Lot of its right to enter the Use Easement Premises. The Owner of a Burdened Lot shall acquire and keep in force adequate hazard and liability insurance covering its entry onto the Use Easement Premises of a Burdened Lot.

### 5.3 Additional Easements; Benefited Parties.

(a) Subject to Section 1.2 above and in addition to the Easements and any other easements granted or reserved elsewhere in this Supplemental Declaration or in the Master Declaration, Declarant hereby declares, establishes, and imposes upon the BLR 36A, 36B, and 36C Neighborhood Area the (a) additional covenants, easements, limitations, and restrictions (collectively, the “**Additional Easements**”) more particularly specified in this Article 5, (b) the Common Area Risks set forth in Section 5.4(b)(ii), and (c) limitations on the Additional Easements and other matters to which the BLR 36A, 36B, and 36C Neighborhood Area is, or may be, subject as set forth in Section 5.3(b). Unless otherwise specified in this Article 5, the Additional Easements are for the use and benefit of Builders, Builder Parties, Declarant, Declarant Parties, Districts, District Parties, Government Agencies, Owners and Owner Parties, and Utility Providers.

(b) Additional Easements. Notwithstanding anything to the contrary contained herein, the Additional Easements declared, established, granted, and reserved in this Article 5: (i) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the BLR 36A, 36B, and 36C Neighborhood Area (including those created by the Master Declaration), (ii) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (iii) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Parcel which is otherwise permitted by the terms of this Supplemental Declaration or which is otherwise Approved by the Operating District. In addition to all easements and rights-of-way of Record at or before Recordation of this Supplemental Declaration, the BLR 36A, 36B, and 36C Neighborhood Area, and all portions thereof, are subject to the easements shown on Final Plats and created by the Master Declaration.

5.4 Easements. In addition to any other easements granted or reserved elsewhere in this Supplemental Declaration, this Section 5.4 declares, establishes, grants, and reserves (a) easements (the “**Easements**”) more particularly specified in Sections 5.4(a) through (c), (b) the limitations on the Easements set forth in Section 5.4(d), and (c) the easements and other matters to which the BLR 36A, 36B, and 36C Neighborhood is, or may be subject as set forth in Section 5.4(e).

(a) Access Easements. Declarant hereby declares, establishes, grants, and reserves access easements across, on, over, or under each Lot, but not the interior of a Residence, for the benefit and use of the Operating District, the District Parties, and providers of Utilities for the purpose of (a) maintaining, repairing, or replacing Common Area or Utility Equipment and (b) performing other services as provided in this Supplemental Declaration including (i) the installation, maintenance, repair, or replacement of Perimeter Fences and Utility Equipment and

(ii) mitigating damage, injury, or loss in emergency circumstances. The rights and easements granted in this Section 5.4 may be exercised only during reasonable hours after reasonable Notice or oral communication to the Occupants or Owners of any affected Lot, but no such Notice or oral communication shall be necessary in emergency situations if the Occupants or Owners of an affected Lot receive as much advance notice or warning as is reasonably possible under the circumstances.

(b) Common Area. The following disclosures are made, and easements established, with respect to the Common Area:

i. Common Area Easements. Declarant hereby declares, establishes, grants, and reserves to itself, to the Operating District and the District Parties, a non-exclusive easement over the BLR 36A, 36B, and 36C Neighborhood Area for (i) performing every act necessary and proper for the operation and use of the Common Area, (ii) the effect on such Lot of one or more of the risks disclosed hereby as one of the Common Area Risks, (iii) light, noise, and sound emanating from the operation and use of the Common Area for their intended uses and purposes, and (iv) overspray in connection with the watering or fertilizing of the Common Area.

ii. Common Area Risks. Portions of the BLR 36A, 36B, and 36C Neighborhood Area (including Lots and Residences) adjoin, are adjacent to, border, or are otherwise in the vicinity of the Common Area and are subject to the Common Area Risks. Each Owner and each Occupant, by acceptance of a deed to a Lot or the use or occupancy of a Residence (i) assumes, and agrees to accept, the Common Area Risks, (ii) acknowledges that portions of the BLR 36A, 36B, and 36C Neighborhood Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Common Area and are subject to the Common Area Risks, (iii) discharges and releases the Benefited Parties from all Claims and waives all Claims against the Benefited Parties, and (iv) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against the Benefited Parties based upon, for, or on account of any Claim. The foregoing covenant not to sue, discharge, release, and waive Claims is made by each Owner and Occupant to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, guests, invitees, lessees, Occupants, personal representatives, representatives, and Residents.

(c) Drainage Easements.

(i) Established Drainage Patterns. Declarant hereby declares, establishes, grants, and reserves, to itself, to the Operating District, and the District Parties easements for the Established Drainage Patterns. Declarant reserves to itself and to the Operating District and the District Parties the right to enter in and upon each easement set forth on the Final Plats to construct, repair, replace, or change drainage structures or drainage ways, or to perform such grading, drainage, or corrective work as Declarant or the Operating District and the District Parties may deem necessary or desirable, in their sole discretion and from time to time, to maintain drainage in accordance with the Established Drainage Patterns.

(ii) Lots. Declarant hereby declares, establishes, grants, and reserves to itself, the Operating District, and the District Parties (A) easements for drainage and drainage facilities from the nearest Lot line to the exterior wall of the Building nearest to such Lot line and

(B) at any time and from time to time, the right to (1) enter in and upon each such drainage easement to construct, repair, replace, or change drainage structures or drainage ways and (2) perform such drainage, grading, or other corrective work as Declarant, the Operating District, or the District Parties may deem desirable or necessary in their sole discretion.

(d) Limitations on Easements. Notwithstanding anything to the contrary contained herein, the Easements declared, established, granted, and reserved in Sections 5.4(a) through (c) hereof (a) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the BLR 36A, 36B, and 36C Neighborhood Area, (b) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (c) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Lot which is otherwise permitted by the terms of this Declaration or which is otherwise Approved by the Operating District.

(e) Recorded Easements. In addition to all easements and rights-of-way of Record at or before Recordation of this Declaration, the BLR 36A, 36B, and 36C Neighborhood Area, and all portions thereof, are subject to the easements shown on the Final Plats.

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

## ARTICLE 6

### Reservations and Rights

6.1 Declarant's Reservation of Rights. During the Declarant Rights Period, Declarant shall have, retain, and reserve the rights set forth in this Section 6.1 with respect to Lots in the BLR 36A, 36B, and 36C Neighborhood. The rights reserved by Declarant are as follows:

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

(b) Completion of Development and Sale of Residences. Declarant reserves the right to (i) complete development of property within the boundaries of the BLR 36A, 36B, and 36C Neighborhood Area or elect not to complete development of any part of the BLR 36A, 36B, and 36C Neighborhood Area, (ii) construct or alter Improvements on any property owned by Declarant within the BLR 36A, 36B, and 36C Neighborhood Area, (iii) excavate, cut, fill, or grade any property owned by Declarant within the BLR 36A, 36B, and 36C Neighborhood Area, (iv) maintain construction offices, construction storage yards, construction staging areas, model Residences, parking areas, sales offices, and similar facilities on any property owned by Declarant

on any portion of the BLR 36A, 36B, and 36C Neighborhood Area, (v) post signs or do any other act or thing incidental to development, construction, marketing, offer, promotion, or sales of property within the boundaries of the BLR 36A, 36B, and 36C Neighborhood Area, and (vi) store construction materials, equipment, supplies, tools, waste, or other items on property within the BLR 36A, 36B, and 36C Neighborhood Area owned by Declarant.

(c) Deed Reservations. Declarant reserves (i) the benefit and use of reservations and rights as reserved and excepted from each deed or other instrument by which Declarant conveys any property within the BLR 36A, 36B, and 36C Neighborhood Area and regardless of whether such reservation is specifically stated therein and (ii) the right to exercise the rights, reservations, and easements reserved and retained in such deeds and pursuant to this Supplemental Declaration with respect to all parts of the BLR 36A, 36B, and 36C Neighborhood Area. The foregoing reservation shall be prior and superior to any other provisions of this Supplemental Declaration and may not, without Declarant's prior Recorded Approval, be amended, affected, modified, rescinded, or terminated by any amendment of this Supplemental Declaration. Declarant's consent to one such amendment shall not be consent to any other subsequent amendment.

(d) Development Rights. Declarant reserves the right to exercise any Development Right (as defined in the Act) and to develop such number of Lots and other types of Lots as may be designated by Declarant hereunder and as the City may approve within the BLR 36A, 36B, and 36C Neighborhood Area.

(e) Easements. Declarant reserves the following with respect to easements across, on, and over the BLR 36A, 36B, and 36C Neighborhood Area:

(i) Right to Grant Easements. The right to grant or create temporary or permanent easements for access, drainage, utility services necessary for the convenient use and enjoyment of the Lots (including electric, gas, sewer and water service, and telecommunication facilities), and other purposes incidental to development and sale of the BLR 36A, 36B, and 36C Neighborhood Area located in, on, under, over, and across Lots owned by Declarant or a Builder.

(ii) Right to Use Easements. In order to develop the Lots, construct Residences thereon, and market and sell Residences, Declarant reserves (A) the benefit and use of the Supplemental Covenants and Easements and (B) the rights of Declarant specified in the Master Declaration (including those specified in Article 13 of the Master Declaration) with respect to the BLR 36A, 36B, and 36C Neighborhood Area.

(f) Reasonable Use. Declarant reserves the right to the reasonable use of the Common Area and Lots owned by Declarant or a Builder in connection with the promotion and marketing of the BLR 36A, 36B, and 36C Neighborhood Area. Without limiting the generality of the foregoing, Declarant and, with Declarant's Approval, a Builder, may (i) erect and maintain on any part of the Common Area or Lots owned by Declarant or a Builder such signs, temporary buildings, and other structures as Declarant or such Builder may reasonably deem necessary or proper in connection with the promotion, development, and marketing and sales of real property within the BLR 36A, 36B, and 36C Neighborhood Area, (ii) use Vehicles and equipment on portions of the Common Area and Lots owned by Declarant or a Builder for promotional purposes,

(iii) permit prospective purchasers of property within the boundaries of the BLR 36A, 36B, and 36C Neighborhood Area who are not Owners to use model Residences constructed on Lots owned by Declarant or a Builder, and (iv) refer to the BLR 36A, 36B, and 36C Neighborhood Area in connection with the development, promotion, and marketing of property within the boundaries of the BLR 36A, 36B, and 36C Neighborhood Area.

6.2 Successor Declarant. Declarant may designate as a Successor Declarant any Person that acquires some, or all, of the then-remaining interest of Declarant in the BLR 36A, 36B, and 36C Neighborhood Area by Recordable instrument. Upon execution and delivery of such instrument by Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of Declarant under this Supplemental Declaration with respect to the property acquired by such Successor Declarant and all references to Declarant contained in this Supplemental Declaration shall refer to such Successor Declarant.

6.3 Advisory Board. The Operating District may (a) create an advisory board composed of Owners of Residences to advise it with respect to the BLR 36A, 36B, and 36C Neighborhood Area, (b) determine the manner of selecting, and the number of, members of such advisory board, (c) determine the scope of such advisory board's authority, duties, and powers, and (d) establish procedures for the conduct of meetings.

6.4 Amendment. Notwithstanding anything to the contrary contained in this Supplemental Declaration, for a period commencing on the date of the Recording of this Supplemental Declaration and ending twenty (20) years thereafter, any amendment of this Article 6 shall require the written consent of the Declarant and two-thirds (2/3) of all Owners and First Mortgagees and otherwise comply with the requirements of Article 8.

## ARTICLE 7

### Alternative Dispute Resolution

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

### 7.2 Claims.

(a) Claim Resolution. Except as provided in this Section 7.2, Claims among or between Bound Parties arising under, based upon, in connection with, or otherwise regarding this Supplemental Declaration, the Common Area, any of the Districts, the Governing Documents, the

Regulations and Rules, the Supplemental Covenants and Easements, and the Improvements shall be subject to this Article 7 and the Bound Parties shall resolve such Claims in the manner specified in Section 7.3.

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

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

(d) Exception for Claims by Mortgagees. Notwithstanding anything to the contrary contained in this Article 7, Mortgagees enforcing rights pursuant to a Mortgage shall (i) not be Bound Parties, (ii) not be bound by the alternative dispute resolution procedures set forth in this Article 7, and (iii) have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, as provided in such Mortgages and at such time, in such forums, and in such manner as permitted by Applicable Law (including the foreclosure of Mortgages and the appointment of a receiver).

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

(a) Amicable Resolution by Mediation. Before submitting a Claim Notice demanding resolution of a Claim by Arbitration, the Bound Parties shall make every reasonable effort to meet, confer, and resolve a Claim within forty-five (45) days (the “**Mediation Period**”) after a Bound Party initiates efforts to resolve a Claim by giving Notice (a “**Mediation Request**”) requesting that the Bound Parties involved in such Claim mediate or otherwise meet to negotiate an amicable resolution (a “**Mediation**”). Following the making of a Mediation Request, the participants to the Mediation shall (i) agree in writing that (A) participation in a Mediation is not

an admission of any fact or liability or waiver of any Claim or defense and (B) any statement made during the course of a Mediation shall not be admissible into evidence in any subsequent Arbitration or proceeding, (ii) identify a Person to conduct the Mediation (a “**Mediator**”), (iii) establish the procedures and rules that will govern such Mediation (including the manner in which the participants to the Mediation shall share its cost), and (iv) instruct the Mediator to reduce any successful resolution of a Claim to writing that the participants to the Mediation shall execute and thereafter perform. If the parties to the Mediation are unable to resolve a Claim amicably within the Mediation Period, then either participant in the Mediation may submit a Claim Notice, in which event the participants to the Mediation shall proceed as specified in Sections 7.3(b) and 7.3(c) below.

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

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

(i) Arbitration. Within a commercially reasonable period following the giving of a Claim Notice, either Bound Party may initiate Arbitration in accordance with the rules established by the Arbitrator for such Arbitration. Any court having jurisdiction over a Claim may enforce any judgment upon the award rendered by the Arbitrator. Unless otherwise agreed by the Parties in writing, there shall be one Arbitrator, who shall be a retired Colorado state court judge, a retired Federal judge, or an attorney who has been licensed to practice law in the State of Colorado for at least ten (10) years. To the extent feasible, the Arbitrator shall have expertise in the area of the Claim including legal expertise if legal issues are involved.

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



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

(iv) Decision of Arbitrator. The Arbitrator shall issue an award within thirty (30) days of the completion of an Arbitration hearing or if post-hearing briefs are submitted, within thirty (30) days of receipt of briefs or other post-hearing submittals by the Bound Parties. If the Bound Parties file post-hearing briefs, the Bound Parties shall submit such post-hearing briefs within twenty (20) days of the completion of the hearing and the Arbitrator shall not grant any extensions of time for the filing of briefs. The Bound Parties shall comply with the award of the Arbitrator, and if a Bound Party does not comply with the award, then any court having jurisdiction over such matters in the City and County of Denver, Colorado may enter and enforce judgment upon an Arbitration award.

(v) Cost and Expense of Arbitration. The Bound Parties participating in an Arbitration shall share the costs of such Arbitration, and if the Arbitrator requires payment of costs and fees in advance fees, then the Bound Parties will pay those costs and fees equally. If one Bound Party pays more than its proportionate share of the costs and fees of the Arbitration, then the Arbitrator shall make such adjustments in the Arbitration award as necessary so that each Bound Party shall have paid its equal share of the costs and fees of Arbitration. Notwithstanding the foregoing, if a Bound Party unsuccessfully contests the validity or scope of Arbitration in a court of law or in an Arbitration, then the Arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Bound Party. If a Bound Party incurs costs and attorneys' fees in enforcing the award of an Arbitrator, such Bound Party shall be entitled to an additional award of its costs and reasonable attorneys' fees incurred in the enforcement of such an award.

(vi) Construction Defect Action Reform Act. Declarant does not intend that the provisions of this Supplemental Declaration be applied as an express waiver of, or limitation on, the legal rights, remedies, or damages of a property owner provided by (a) the Construction Defect Action Reform Act (C.R.S. §§ 13-20-801 *et seq.*), (b) the Colorado Consumer Protection Act as specified in C.R.S. § 13-20-806, (c) the ability of a homebuyer to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose, or (d) other Applicable Law. Damages claimed or recovered by an Owner in connection with the Residence shall be limited as specified in the foregoing statutes and other Applicable Law.

(vii) Consent to Mandatory Binding Arbitration. By acceptance of title to a Residence, whether by a deed from Declarant or from a subsequent Owner, each Owner

acknowledges, consents to, and agrees to (a) the resolution by binding, mandatory Arbitration of all disputes between Owners and between Owners and Bound Parties that arise in connection with, are based upon, or are otherwise related to the Benefited Parties, the Buildings, the BLR 36A, 36B, and 36C Neighborhood, the Common Area, Declarant, the Districts, the District Parties, the Lots, the Residences, and this Supplemental Declaration and (b) conduct such Arbitration pursuant to the Dispute Resolution Procedures set forth in this Article 7. This Supplemental Declaration shall not extend any rights or obligation under this Supplemental Declaration to any Occupant that is not also an Owner.

7.4 Amendment. This Article 7 runs in favor of Declarant in relation to any claim in law or equity that may be brought against Declarant and, notwithstanding Section 8.1, may not be removed or amended without the written consent of Declarant for all claims in which it may be a party regardless of when brought and whether or not Declarant owns any property in the BLR 36A, 36B, and 36C Neighborhood.

## ARTICLE 8

### Amendment; Rights of First Mortgagees; Term

8.1 Term of Supplemental Declaration. Unless amended as provided in this Supplemental Declaration, the term (as extended, the “**Term**”) of this Supplemental Declaration shall begin on the date of its Recording and shall continue thereafter for (a) forty (40) years after Recording and (b) thereafter for additional periods of ten (10) years each unless, on or before the expiration of the then-current extension of the term, two-thirds (2/3) of the Owners and two-thirds (2/3) of Mortgagees execute, deliver, and Record an instrument terminating the Supplemental Declaration. If the requisite Owners and Mortgagees Approve such a termination, the Recorded instrument effecting such termination shall specify the effective date of such termination, which cannot be before the expiration of the then-current Term of the Supplemental Declaration.

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

(a) Approval Requirements. Owners may amend, modify, repeal, or terminate this Supplemental Declaration by Recording a written instrument in the form set forth in Section 8.2(b) that has received the Approval or favorable vote of (i) two-thirds (2/3) of the Owners, with the votes of Owners being based on one (1) vote for each Lot, (ii) two-thirds (2/3) of First Mortgagees, with the votes of First Mortgagees being based on one (1) vote for each First Mortgage held, (iii) during the Declarant Rights Period, the prior Approval of Declarant and any Builders who have received an assignment or partial assignment of Declarant Rights, (iv) the Operating District, and (v) HUD or VA, as the case may be, if HUD or VA has guaranteed or insured a Mortgage on any Lot at the time of such amendment. Approval by Declarant, First Mortgagees, HUD or VA, Operating District, Owners, and Builders of one amendment shall not constitute Approval of subsequent amendments, each of which subsequent amendments shall require a separate Approval satisfying the requirements of this Section 8.2.

(b) Manner of Amendment. An amendment or modification of this Supplemental Declaration shall be by a Recorded instrument that has been executed and acknowledged by the Operating District in which the Operating District certifies that (i) the

amendment or modification has received the requisite Approvals of Declarant, First Mortgagee, HUD or VA, Owners, and Builders set forth in Sections 8.2(a) and 8.3 and (ii) the Operating District has written evidence of such Approvals that are available for (A) inspection by Declarant, First Mortgagee, Owners, and title insurance companies during normal business hours and (B) copying upon payment of the costs and expenses incurred by the Operating District in copying or making such Approvals available for copying.

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

(a) Abandon, Terminate, or Amend Supplemental Declaration. Unless they have obtained the prior written consent of at least two-thirds (2/3) of the Owners and the consent of two-thirds (2/3) of the First Mortgagees of Lots (based on one (1) vote for each First Mortgage held) and either the VA or HUD if either agency has insured or guaranteed a First Mortgage, the Owners shall not (i) seek to abandon or terminate the Supplemental Declaration, whether by act or omission, or (ii) amend any provisions of this Supplemental Declaration which are for the express benefit of First Mortgagees; and

(b) Approval of First Mortgagee Deemed Given Unless Notice of Disapproval Given. Unless, within sixty (60) days after receipt of Notice, a First Mortgagee, insurer or guarantor of a First Mortgage notifies the Operating District of its disapproval of any of the matters requiring its approval as provided in this Supplemental Declaration, such First Mortgagee, insurer or guarantor of a First Mortgage shall be deemed to have given such approval.

8.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Lot in the BLR 36A, 36B, and 36C Neighborhood Area which has filed written request with the Operating District to be notified of any proposed action requiring First Mortgagee consents shall be entitled to (a) receive Notice from the Operating District of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Supplemental Declaration, which default is not cured within sixty (60) days after the Operating District learns of such default, (b) examine the books and records of the Operating District during normal business hours, and (c) receive sixty (60) days' prior Notice before the effective date of any proposed material amendment to this Supplemental Declaration requiring consent of a certain percentage of First Mortgagees.

8.5 Amendment. Notwithstanding anything to the contrary contained in this Supplemental Declaration, for a period commencing as of the Recording of this Supplemental Declaration and ending twenty (20) years thereafter, all of the Owners must consent in advance in writing to an amendment of this Article 8.

8.6 Term of Supplemental Declaration. Unless amended as provided in this Article 8, each provision contained in this Supplemental Declaration shall continue and remain in full force and effect for a period of forty (40) years after the date this Supplemental Declaration is Recorded, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding title to at least two-thirds (2/3) of the Lots within the BLR 36A, 36B, and 36C Neighborhood Area. The Owners shall evidence a

termination of this Supplemental Declaration by an agreement or ratification thereof (a “**Termination Agreement**”) that (a) the requisite number of Owners have executed, (b) specifies the date after which the Termination Agreement will be void unless Recorded before such date, and (c) the Owners Record. The termination of this Supplemental Declaration shall be effective upon the date of such Recording.

## **ARTICLE 9**

### General Provisions

9.1 Attachments. Declarant attaches (a) Attachment 1 (Legal Description of the BLR 36A, 36B, and 36C Neighborhood Area), Attachment 2 (Includible Area), Attachment 3 (Site Plan), Attachment 4 (Residential Clusters), and Attachment 5 (List of Paired Lots) to this Supplemental Declaration and (b) incorporates Attachments 1, 2, 3, 4, and 5, and makes such Attachments a part of this Supplemental Declaration by this reference.

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

9.3 Binding on Successors. The obligations and agreements of the Owners shall run with the BLR 36A, 36B, and 36C Neighborhood Area and all Lots located within the BLR 36A, 36B, and 36C Neighborhood Area and shall inure to the benefit of Declarant, Builders, the Districts, any Association, any Operating District and such obligations and agreements of Owners, their successors and assigns shall be binding upon all successive owners or transferees of all or any portion of the BLR 36A, 36B, and 36C Neighborhood Area. If all or part of a Residence is leased to an Occupant, Owners, for themselves and their successors and assigns, further agree that the conditions, covenants, and restrictions contained in this Supplemental Declaration shall be binding upon all Occupants of a Residence in the BLR 36A, 36B, and 36C Neighborhood Area.

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

deposited the same day in a regular depository of the United States Postal Service sent postage or delivery charges prepaid, addressed to any Person at the address of the Lot owned by such Person (or such other address as the recipient may designate in advance for such purposes).

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

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

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

9.8 Limitation on Liability. Declarant, Successor Declarants, Districts (including the Finance District and the Operating District), Builders, and any agent, board of directors (including the individual directors on such board), employee, manager, member, officer, owner, principal, representative, or shareholder of Declarant, Successor Declarant, District, or Builder shall not be liable to any Person for any action or for any failure to act if the action, or failure to act, was in good faith.

9.9 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, any Builders, any District or their agents or employees in connection with (a) any portion of the BLR 36A, 36B, and 36C Neighborhood Area or any Improvement thereon or its or their physical condition, zoning, compliance with Applicable Laws, and fitness for intended use or (b) the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof unless, and except as, specifically set forth in writing.

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

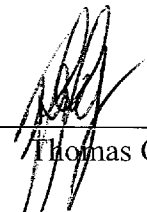
9.11 Severability; Interpretation. Each of the provisions of this Supplemental Declaration shall be independent and severable. The invalidity or unenforceability (or the partial validity or enforceability) of the provisions or any portion of this Supplemental Declaration shall not affect the validity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

9.12 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within the BLR 36A, 36B, and 36C Neighborhood Area is hereby declared to be a violation of this Supplemental Declaration and shall be subject to any and all enforcement procedures set forth in this Supplemental Declaration.

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

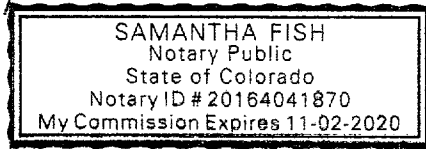
DECLARANT has executed and delivered this Supplemental Declaration of Covenants, Conditions, and Restrictions for Banning Lewis Ranch American Dream (Filing Nos. 36A, 36B, and 36C) effective as of the date of its Recordation.

CLAYTON PROPERTIES GROUP II, INC.,  
a Colorado corporation

By:   
Thomas Garmong, Assistant Secretary

STATE OF COLORADO

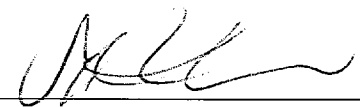
)  
) ss.  
)



COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 29 day of September, 2020, by Thomas Garmong as Assistant Secretary of Clayton Properties Group II, Inc., a Colorado corporation, Declarant.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 11-2-20

## ATTACHMENT 1

(Legal Description of BLR 36A, 36B, and 36C Neighborhood Area)

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

### PARCEL 1

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE S21°14'40"E, A DISTANCE OF 3,361.98 FEET TO THE SOUTHWESTERLY CORNER OF BANNING LEWIS RANCH FILING NO. 34A, RECORDED UNDER RECEPTION NO. 219714391, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 34A THE FOLLOWING (2) TWO COURSES:

- 1) N90°00'00"E, A DISTANCE OF 57.00 FEET;
- 2) S00°00'00"E, A DISTANCE OF 27.75 FEET TO THE NORTHWESTERLY CORNER OF BANNING LEWIS RANCH FILING NO. 35, RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON THE WESTERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 35 THE FOLLOWING (2) TWO COURSES:

- 1) S00°00'00"W, A DISTANCE OF 401.39 FEET TO A POINT OF CURVE;
- 2) ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 08°51'10", A RADIUS OF 743.50 FEET AND A DISTANCE OF 114.88 FEET TO A POINT OF COMPOUND CURVE SAID POINT BEING THE SOUTHWESTERLY CORNER OF SAID BANNING LEWIS RANCH FILING NO. 35;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 28°40'50", A RADIUS OF 743.50 FEET AND A DISTANCE OF 372.17 FEET TO A POINT OF TANGENT;

THENCE S37°32'00"W, A DISTANCE OF 418.22 FEET;

THENCE S52°28'00"E, A DISTANCE OF 52.25 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 06°08'00", A RADIUS OF 770.00 FEET AND A DISTANCE OF 82.43 FEET TO A POINT OF TANGENT;

THENCE S58°36'00"E, A DISTANCE OF 154.45 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°02'36", A RADIUS OF 770.00 FEET AND A DISTANCE OF 121.53 FEET TO A POINT OF TANGENT;

THENCE S67°38'36"E, A DISTANCE OF 85.33 FEET;

THENCE S66°53'17"E, A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S66°53'17"E, HAVING A DELTA OF 01°18'06", A RADIUS OF 2,216.00 FEET AND A DISTANCE OF 50.35 FEET TO A POINT ON CURVE;

THENCE S68°11'24"E, A DISTANCE OF 145.00 FEET TO A POINT ON CURVE SAID POINT BEING ON THE EASTERLY LINE OF BANNING LEWIS PARKWAY, AS VACATED BY ORDINANCE NO. 18-103, RECORDED UNDER RECEPTION NO. 218125229, AND THE VACATION PLAT OF BANNING LEWIS PARKWAY R.O.W. VACATION, RECORDED UNDER RECEPTION NO. 219714281;

THENCE ON THE EASTERLY LINE OF SAID VACATED BANNING LEWIS PARKWAY THE FOLLOWING (2) TWO COURSES:

- 1) ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°11'24"E, HAVING A DELTA OF 14°13'45", A RADIUS OF 2,071.00 FEET AND A DISTANCE OF 514.33 FEET TO A POINT OF TANGENT;
- 2) S07°34'51"W, A DISTANCE OF 329.75 FEET TO A POINT ON THE SOUTHEASTERLY CORNER OF SAID VACATED BANNING LEWIS PARKWAY;



THENCE N82°25'09"W, ON THE SOUTHERLY LINE OF SAID VACATED BANNING LEWIS PARKWAY, A DISTANCE OF 322.72 FEET TO THE SOUTHEASTERLY CORNER OF VACATED STETSON HILLS BOULEVARD, AS VACATED BY ORDINANCE NO. 17-95 AND RECORDED UNDER RECEPTION NO. 217156102;

THENCE ON THE SOUTHERLY LINE OF SAID VACATED STETSON HILLS BOULEVARD THE FOLLOWING (2) TWO COURSES:

- 1) N82°25'09"W, A DISTANCE OF 595.62 FEET;
- 2) N37°25'09"W, A DISTANCE OF 26.87 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF STETSON HILLS BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 205087777;

THENCE N85°45'07"W ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STETSON HILLS BOULEVARD, A DISTANCE OF 67.80 FEET;  
THENCE N07°33'00"E, A DISTANCE OF 224.14 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 29°59'00", A RADIUS OF 978.50 FEET AND A DISTANCE OF 512.06 FEET TO A POINT OF TANGENT;  
THENCE N37°32'00"E, A DISTANCE OF 910.99 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 37°32'00", A RADIUS OF 686.50 FEET AND A DISTANCE OF 449.71 FEET TO A POINT OF TANGENT;  
THENCE N00°00'00"E, A DISTANCE OF 429.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 23.474 ACRES.

**PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK C-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE S26°18'54"E, A DISTANCE OF 4,300.12 FEET TO THE SOUTHEASTERLY CORNER OF BANNING LEWIS RANCH FILING NO. 35, RECORDED UNDER RECEPTION NO. \_\_\_\_\_ SAID POINT BEING ALSO A POINT ON THE EASTERLY LINE OF BANNING LEWIS PARKWAY, AS VACATED BY ORDINANCE NO. 18-103, RECORDED UNDER RECEPTION NO. 218125229, AND THE VACATION PLAT OF BANNING LEWIS PARKWAY R.O.W. VACATION, RECORDED UNDER RECEPTION NO. 219714281, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE EASTERLY LINE OF SAID VACATED BANNING LEWIS PARKWAY THE FOLLOWING (2) TWO COURSES:

- 1) S27°42'19"W, A DISTANCE OF 756.24 FEET TO A POINT OF CURVE;
- 2) ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 05°53'43", A RADIUS OF 2,071.00 FEET AND A DISTANCE OF 213.09 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF BANNING LEWIS RANCH FILING NO. 36A, RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 36A THE FOLLOWING (5) FIVE COURSES:

- 1) N68°11'24"W, A DISTANCE OF 145.00 FEET TO A POINT ON CURVE;
- 2) ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S68°11'24"E, HAVING A DELTA OF 01°18'06", A RADIUS OF 2,216.00 AND A DISTANCE OF 50.35 FEET TO A POINT ON CURVE;
- 3) N66°53'17"W, A DISTANCE OF 60.00 FEET;
- 4) N67°38'36"W, A DISTANCE OF 85.33 FEET TO A POINT OF CURVE;
- 5) ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 02°24'49", A RADIUS OF 770.00 FEET AND A DISTANCE OF 32.44 FEET TO A POINT ON CURVE;

THENCE N27°42'19"E, A DISTANCE OF 564.36 FEET;

THENCE S62°17'41"E, A DISTANCE OF 110.00 FEET;

THENCE N27°42'19"E, A DISTANCE OF 274.46 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 35;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 35 THE FOLLOWING (3) THREE COURSES:

- 1) S62°17'41"E, A DISTANCE OF 60.00 FEET;
- 2) N27°42'19"E, A DISTANCE OF 110.00 FEET;
- 3) S62°17'41"E, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5.814 ACRES.

**PARCEL 3**

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE HALF OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE S19°00'12"E, A DISTANCE OF 3,889.00 FEET TO THE SOUTHWESTERLY CORNER OF BANNING LEWIS RANCH FILING NO. 35, RECORDED UNDER RECEPTION NO. \_\_\_\_\_, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 35 THE FOLLOWING (2) TWO COURSES:

- 1) S81°08'52"E, A DISTANCE OF 94.10 FEET;
- 2) S62°17'41"E, A DISTANCE OF 355.00 FEET TO THE NORTHWESTERLY CORNER OF TRAMORE COURT, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 36B, RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON THE WESTERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 36B THE FOLLOWING (3) THREE COURSES:

- 1) S27°42'19"W, A DISTANCE OF 274.46 FEET;
- 2) N62°17'41"W, A DISTANCE OF 110.00 FEET;
- 3) S27°42'19"W, A DISTANCE OF 564.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID BANNING LEWIS RANCH FILING NO. 36B, SAID POINT BEING ALSO ON THE NORTHERLY BOUNDARY LINE OF BANNING LEWIS RANCH FILING NO. 36A, RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON THE NORTHERLY AND EASTERLY BOUNDARY LINE OF SAID BANNING LEWIS RANCH FILING NO. 36A THE FOLLOWING (6) SIX COURSES:

- 1) ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N24°46'13"E, HAVING A DELTA OF 06°37'47", A RADIUS OF 770.00 FEET AND A DISTANCE OF 89.10 FEET TO A POINT OF TANGENT;
- 2) N58°36'00"W, A DISTANCE OF 154.45 FEET TO A POINT OF CURVE;
- 3) ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 06°08'00", A RADIUS OF 770.00 FEET AND A DISTANCE OF 82.43 FEET TO A POINT OF TANGENT;
- 4) N52°28'00"W, A DISTANCE OF 52.25 FEET;
- 5) N37°32'00"E, A DISTANCE OF 418.22 FEET TO A POINT OF CURVE;
- 6) ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 28°40'52", A RADIUS OF 743.50 FEET AND A DISTANCE OF 372.18 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6.858 ACRES.

**Note:** Following the Recording of the Final Plats for Banning Lewis Ranch Filing Nos. 36A, 36B, and 36C, the foregoing property and the BLR 36 Neighborhood Area shall be known and described as follows:

Lots 1 through 57, inclusive,  
BANNING LEWIS RANCH FILING NO. 36A,  
according to the recorded plat thereof,  
County of El Paso, State of Colorado.

And

Lots 1 through 60, inclusive,  
BANNING LEWIS RANCH FILING NO. 36B,  
according to the recorded plat thereof,  
County of El Paso, State of Colorado.

And

Lots 1 through 60, inclusive,  
Tracts A through C, inclusive,  
BANNING LEWIS RANCH FILING NO. 36C,  
according to the recorded plat thereof,  
County of El Paso, State of Colorado.

**ATTACHMENT 2**  
(Includible Area)

None

**ATTACHMENT 3**  
(Site Plans)

*Attached*

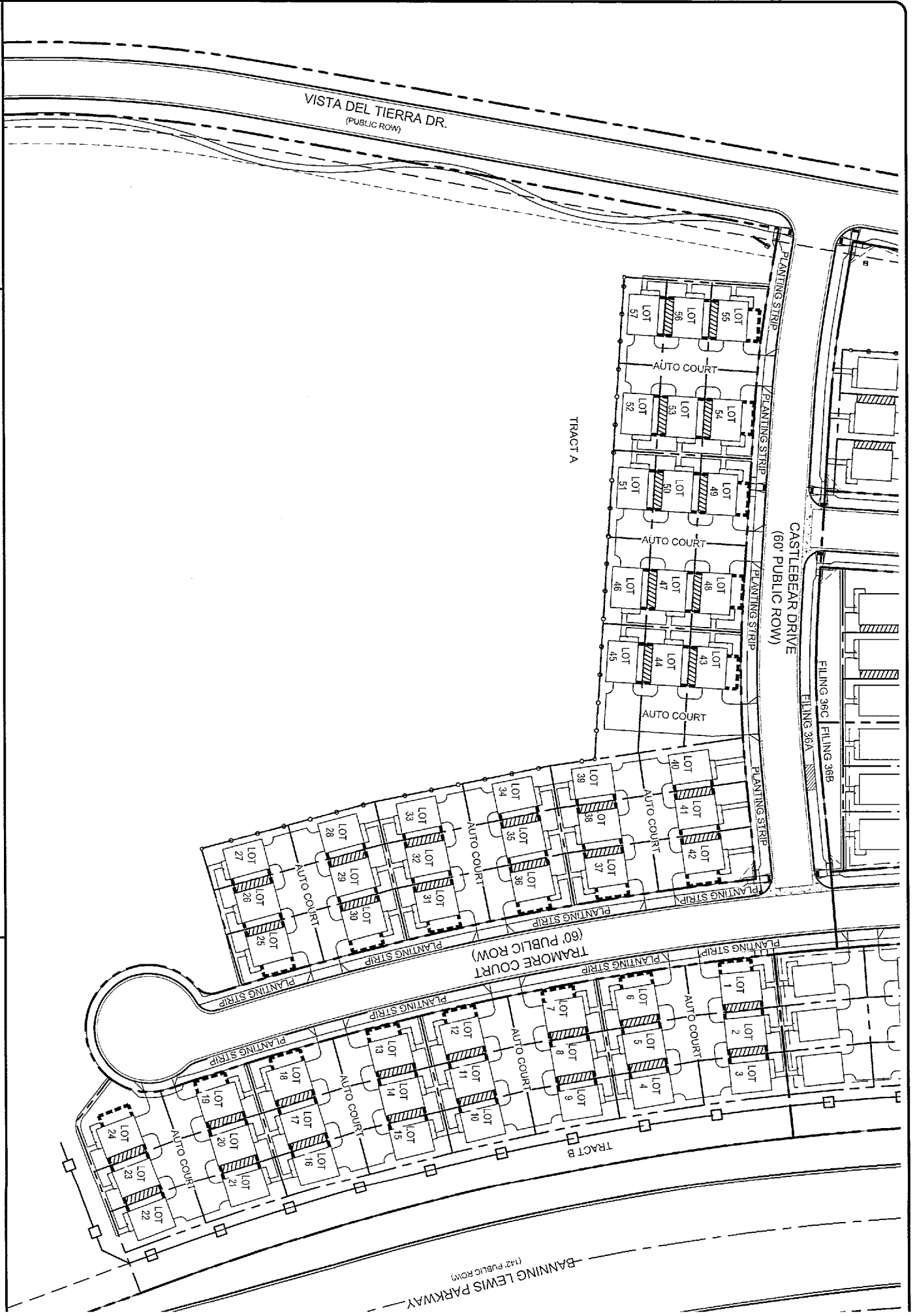
**LEGEND**

- USE EASEMENT
- PERIMETER SOUND WALL
- PERIMETER CROSSBUCK FENCE
- INTERIOR FENCE

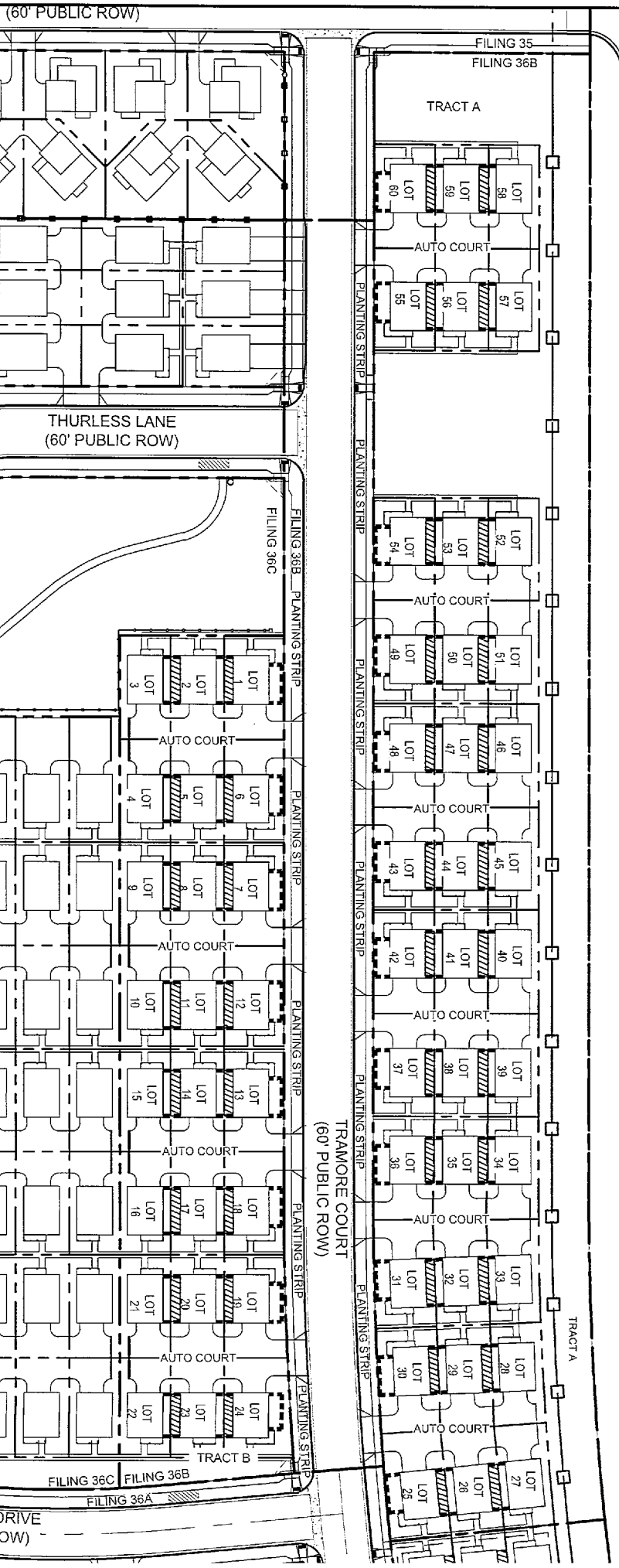
**BANNING LEWIS RANCH**  
 COLORADO SPRINGS, COLORADO  
 FILING 36A - SITE PLAN

0' 100' 200'

N



BANNING LEWIS PARKWAY  
(142' PUBLIC ROW)

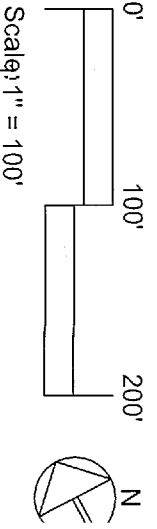


LEGEND

- USE EASEMENT
- PERIMETER SOUND WALL
- PERIMETER CROSSBUCK FENCE
- INTERIOR FENCE

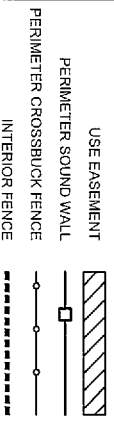
BANNING LEWIS RANCH  
COLORADO SPRINGS, COLORADO

FILING 36B - SITE PLAN





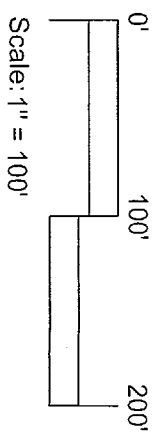
**LEGEND**



**BANNING LEWIS RANCH**

COLORADO SPRINGS, COLORADO

FILING 36C - SITE PLAN



Scale: 1" = 100'



**ATTACHMENT 4**  
(List of Residential Clusters)

<b>Residential Clusters in Filing Nos. 36A, 36B, and 36C</b>	
<b>Filing No. 36A</b>	<b>Lots</b>
	Lots 1, 2, 3, 4, 5 and 6
	Lots 7, 8, 9, 10, 11, 12
	Lots 13, 14, 15, 16, 17, and 18
	Lots 19, 20, 21, 22, 23, and 24
	Lots 25, 26, 27, 28, 29, and 30
	Lots 31, 32, 33, 34, 35, and 36
	Lots 37, 38, 39, 40, 41, and 42
	Lots 43, 44, and 45
	Lots 46, 47, 48, 49, 50, and 51
	Lots 52, 53, 54, 55, 56, and 57
<b>Filing No. 36B</b>	Lots 1, 2, 3, 4, 5, and 6
	Lots 7, 8, 9, 10, 11, and 12
	Lots 13, 14, 15, 16, 17, and 18
	Lots 19, 20, 21, 22, 23, and 24
	Lots 25, 26, 27, 28, 29, and 30
	Lots 31, 32, 33, 34, 35, and 36
	Lots 37, 38, 39, 40, 41, and 42
	Lots 43, 44, 45, 46, 47, and 48
	Lots 49, 50, 51, 52, 53, and 54
	Lots 55, 56, 57, 58, 59, and 60
	<b>Filing No. 36C</b>
Lots 10, 11, 12, 13, 14, and 15	
Lots 16, 17, 18, 19, 20, and 21	
Lots 22, 23, 24, 25, 26, and 27	
Lots 28, 29, 30, 31, 32, and 33	
Lots 34, 35, 36, 37, 38, and 39	
Lots 40, 41, 42, 43, 44, and 45	
Lots 46, 47, 48, 49, 50 and 51	
Lots 52, 53, 54, 55, 56, and 57	
Lots 58, 59, and 60	

**Notes:**

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

**ATTACHMENT 5**  
(List of Paired Lots)

<b>Paired Lots in Banning Lewis Ranch Filing Nos. 36A, 36B, and 36C</b>		
<b>Filing No. 36A</b>	<b>Benefited Lot</b>	<b>Burdened Lot</b>
	2	1
	3	2
	4	5
	5	6
	8	7
	9	8
	10	11
	11	12
	14	13
	15	14
	16	17
	17	18
	20	19
	21	20
	22	23
	23	24
	26	25
	27	26
	28	29
	29	30
	32	31
	33	32
	34	35
	35	36
	38	37
	39	38
	40	41
	41	42
	44	43
	45	44
	46	47
	47	48
	50	49
	51	50
	52	53
	53	54
	56	55
	57	56
<b>Filing No. 36B</b>	2	1
	3	2

	4	5
	5	6
	8	7
	9	8
	10	11
	11	12
	14	13
	15	14
	16	17
	17	18
	20	19
	21	20
	22	23
	23	24
	26	25
	27	26
	28	29
	29	30
	32	31
	33	32
	34	35
	35	36
	38	37
	39	38
	40	41
	41	42
	44	43
	45	44
	46	47
	47	48
	50	49
	51	50
	52	53
	53	54
	56	55
	57	56
	58	59
	59	60
<b>Filing No. 36C</b>	1	2
	2	3
	5	4
	6	5
	7	8
	8	9
	11	10

	12	11
	13	14
	14	15
	17	16
	18	17
	19	20
	20	21
	23	22
	24	23
	25	26
	26	27
	29	28
	30	29
	31	32
	32	33
	35	34
	36	35
	37	38
	38	39
	41	40
	42	41
	43	44
	44	45
	47	46
	48	47
	49	50
	50	51
	53	52
	54	53
	55	56
	56	57
	59	58
	60	59