

MCA 16

**FIRST AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
SUBJECTING PROPERTY TO THE COMMUNITY DECLARATION**

THIS FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made this 8 day of August, 2003, by Forest City Stapleton, Inc., a Colorado corporation, with an address of 1401 17th Street, Suite 510, Denver, CO 80202 (hereinafter, with designated successors and assigns, referred to as "Declarant").

RECITALS

A. On October 4, 2001, Declarant filed that certain Community Declaration for the Project Area within the former Stapleton Airport, which was recorded at Reception No. 2001167472 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0867512 in the public records of the County of Adams, Colorado. Such Community Declaration was amended by the First Amended and Restated Community Declaration for the Project Area within the former Stapleton Airport which was recorded on May 10, 2002 at Reception No. 2002086362 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0969147 in the public records of the County of Adams, Colorado (collectively referred to as the "Community Declaration").

B. On May 9, 2003, Declarant filed that certain Supplemental Declaration Subjecting Property to the Community Declaration, which was recorded at Reception No. 2003085603 in the public records of the City and County of Denver, Colorado (the "Supplemental Declaration").

C. The Declarant desires to amend and restate the Supplemental Declaration by means of this First Amended and Restated Supplemental Declaration Subjecting Property to the Community Declaration (the "First Amended and Restated Supplemental Declaration");

D. Pursuant to the terms of Article 5, Section 5.2 of the Supplemental Declaration, Declarant may amend the Supplemental Declaration for any purpose upon consent of the Owner.

E. Pursuant to Article 5, Section 5.2, the Owner of the property described on Exhibit "1" attached hereto (the "Property") has consented to this First Amended and Restated Supplemental Declaration.

F. The Property is a portion of that property generally described on Exhibit "A" to the Community Declaration, is the Property previously made subject to the Community Declaration by the Supplemental Declaration, and is the Property of the Owner consenting to this First Amended and Restated Supplemental Declaration.

G. Declarant has the reserved right to impose this First Amended and Restated Supplemental Declaration on the Property.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Supplemental Declaration, and with the consent of the Owner of the Property, Declarant declares as follows:

ARTICLE 1: Definitions

The definitions set forth in the Community Declaration are incorporated by reference.

ARTICLE 2: Application of the Community Declaration

2.1 Application. The Property described on Exhibit "1" shall be and is subject to all portions and provisions of the Community Declaration.

2.2 Binding Effect. The Property shall be and hereby is now a part of the Real Property, as defined in the Community Declaration, and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this First Amended and Restated Supplemental Declaration and the provisions of the Community Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, except such portions of the Property as are a part of, or are subsequently dedicated as, public right-of-way, public streets, road or highway, or dedicated as and used as a public park, or held by a special district that services the Property and used as public right of way, public street, public alley, or public park for park and recreation purposes. All or any portion of the Property that became exempt upon its dedication as a right-of-way, public street, road or highway, or dedicated as and used as a public park, or held by a special district and used as a public right of way, public street, public alley, or a public park for park and recreation purposes shall immediately again become subject to this Community Declaration and this First Amended and Restated Supplemental Declaration upon (i) vacation of all or any part of the dedication; (ii) conveyance of title to the property from the special district; or (iii) the special district's failure to use such property as a public right of way, public street, public alley, or public park for park and recreation purposes. The provisions of this First Amended and Restated Supplemental Declaration shall also be binding upon the Master Community Association, Inc., a Colorado nonprofit corporation (the "Community Association") in accordance with the terms of the Community Declaration and this First Amended and Restated Supplemental Declaration.

ARTICLE 3: No Delegate District

The Property is not initially assigned to any Delegate District within the Community, and the Property shall initially have no assigned voting rights in the Community or under the Community Declaration.

**ARTICLE 4: Additional Covenants and Easements/Exemptions**

There are no additional covenants or easements applicable to Property established by this First Amended and Restated Supplemental Declaration except as set forth in this First Amended and Restated Supplemental Declaration.

ARTICLE 5: Term and Amendments of this First Amended and Restated Supplemental Declaration

5.1 Term. This First Amended and Restated Supplemental Declaration and any amendments or supplements to this First Amended and Restated Supplemental Declaration shall be perpetual, as allowed for in the Act.

5.2 Amendment By Declarant. Until expiration of Declarant's reserved development rights, as provided for in the Community Declaration, Declarant may amend this First Amended and Restated Supplemental Declaration for any purpose upon consent of the Owner. Thereafter, Declarant may unilaterally amend this First Amended and Restated Supplemental Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Property or Units within the Property; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Units; (d) to enable any governmental agency or reputable private insurance company to insure or guarantee mortgage loans on Units; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Unit without the Owner's written consent.

5.3 Amendment By Owners subject to this First Amended and Restated Supplemental Declaration. Except as provided above and otherwise specifically provided in this First Amended and Restated Supplemental Declaration, this First Amended and Restated Supplemental Declaration may be amended only by the affirmative written consent of the sole Owner of the Property, or if divided into properties (Units) owned separately by more than one Owner, then by written consent of all of those Owners of Units subject to this First Amended and Restated Supplemental Declaration; provided, further, that in all events each amendment must also:

- a. be affirmatively approved, in writing, by the Community Association acting upon resolution of its Board,
- b. so long as Declarant has an option to subject additional property to the Community Declaration, also with the written consent of Declarant, and
- c. for a period of sixty (60) years following the date of initial recording of this First Amended and Restated Supplemental Declaration, either the written consent of Forest City Enterprises, Inc. or Forest City Stapleton, Inc., or either of their express successors or assignees, which express successor or assignee has been transferred and has accepted this right in writing.

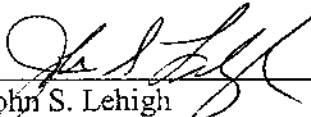
5.4 Additional Limitations on Amendments. No future amendment shall be inconsistent with applicable provisions of the Community Declaration. Without the written consent of Declarant, or Declarant's assignee of such right or privilege, no amendment may remove, revoke, or modify the obligation to pay the Community Fee as set forth herein, or any right or privilege of Declarant.



IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amended and Restated Supplemental Declaration the date and year first written above.

DECLARANT:

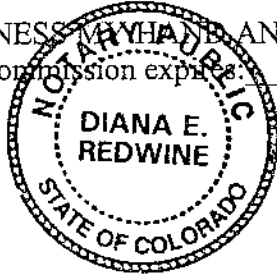
FOREST CITY STAPLETON, INC.,
a Colorado Corporation

By: 
John S. Lehigh
Executive Vice President

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

This instrument was acknowledged before me on this 5th day of August, 2003, by John S. Lehigh, Executive Vice President of FOREST CITY STAPLETON, INC., a Colorado Corporation.

WITNESS MY HAND AND SEAL.
My commission expires: 10-12-04




Notary Public

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City & County of Denver SUP R81.00 D0.00

CONSENT OF THE OWNER OF THE PROPERTY

The undersigned, as Owner of the Property set forth in this First Amended and Restated Supplemental Declaration, does hereby consent to this First Amended and Restated Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this _____ day of _____, 2003.

FC STAPLETON II, LLC, a Colorado limited liability company

By: Stapleton Land, L.L.C., a Colorado limited liability company, its Manager

By: Forest City Stapleton Land, Inc., its Administrative Member

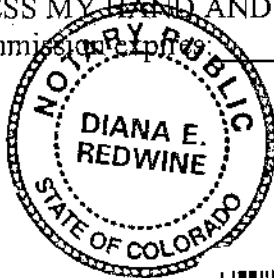
By *John S. Lehigh*
John S. Lehigh
Executive Vice President

STATE OF COLORADO)
admc) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this 5th day of August, 2003, by Johns S. Lehigh, Executive Vice President of Forest City Stapleton Land, Inc., the administrative member of Stapleton Land, L.L.C, the Manager of FC Stapleton II, LLC.

WITNESS MY HAND AND SEAL.

My commission expires 10-12-04



Diana E. Redwine
Notary Public

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EXHIBIT "1"

DESCRIPTION OF PROPERTY

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SUP
City & County of Denver

LEGAL DESCRIPTION
(Stapleton Filing No. 6 TD-ALTA)

A parcel of land located in the Northeast Quarter of Section 33 and the Northwest Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 34;
thence North $00^{\circ}20'29''$ West along the west line of the Northwest Quarter of said Section 34 a distance of 40.00 feet to the north right-of-way line of Montview Boulevard and the

Point of Beginning;

thence along said north right-of-way line the following two (2) courses:

1. North $00^{\circ}20'29''$ West along said west line of the Northwest Quarter a distance of 20.00 feet;
 2. South $89^{\circ}34'12''$ West a distance of 109.37 feet to a point on a non-tangent curve; thence along the arc of a curve to the left having a central angle of $65^{\circ}10'42''$, a radius of 51.00 feet, an arc length of 58.02 feet (the chord of which bears North $13^{\circ}21'12''$ East, 54.94 feet) to a point of compound curvature; thence along the arc of a curve to the left having a central angle of $27^{\circ}19'01''$, a radius of 603.00 feet, an arc length of 287.49 feet (the chord of which bears North $32^{\circ}53'40''$ West, 284.78 feet); thence North $46^{\circ}33'10''$ West a distance of 342.86 feet; thence North $51^{\circ}46'06''$ West a distance of 153.13 feet; thence North $49^{\circ}12'34''$ West a distance of 68.03 feet; thence North $49^{\circ}09'57''$ West a distance of 140.81 feet; thence North $47^{\circ}36'09''$ West a distance of 1002.59 feet to a point of curvature; thence along the arc of a curve to the right having a central angle of $00^{\circ}57'45''$, a radius of 753.00 feet, an arc length of 12.65 feet (the chord of which bears North $47^{\circ}07'16''$ West, 12.65 feet); thence North $44^{\circ}02'49''$ West a distance of 68.13 feet; thence South $42^{\circ}23'51''$ West a distance of 70.37 feet to a point on a non-tangent curve; thence along the arc of a curve to the right having a central angle of $30^{\circ}45'47''$, a radius of 823.00 feet, an arc length of 441.88 feet (the chord of which bears North $26^{\circ}35'50''$ West, 436.59 feet) to a point of reverse curvature; thence along the arc of a curve to the left having a central angle of $78^{\circ}47'03''$, a radius of 22.00 feet, an arc length of 30.25 feet (the chord of which bears North $50^{\circ}36'28''$ West, 27.92 feet); thence North $90^{\circ}00'00''$ West a distance of 80.64 feet; thence North $00^{\circ}00'00''$ West a distance of 413.88 feet to a point on a non-tangent curve on the southerly line of Parcel 232, recorded at Reception Number 2001006933, City and County of Denver Clerk and Recorder's Office;
- thence along said southerly line of Parcel 232 the following three (3) courses:
1. along the arc of a curve to the right having a central angle of $18^{\circ}13'16''$, a radius of 1373.54 feet, an arc length of 436.81 feet (the chord of which bears South $81^{\circ}58'45''$ East, 434.97 feet) to a point of reverse curvature;



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2. along the arc of a curve to the left having a central angle of $40^{\circ}14'08''$, a radius of 825.00 feet, an arc length of 579.35 feet (the chord of which bears North $87^{\circ}00'48''$ East, 567.52 feet) to a point of reverse curvature;

3. along the arc of a curve to the right having a central angle of $10^{\circ}22'45''$, a radius of 978.31 feet, an arc length of 177.22 feet (the chord of which bears North $72^{\circ}05'06''$ East, 176.98 feet) to a point on a curve;

thence along the arc of a curve to the right having a central angle of $17^{\circ}59'12''$, a radius of 1324.00 feet, an arc length of 415.64 feet (the chord of which bears North $89^{\circ}29'17''$ East, 413.93 feet) to a point on a curve on said southerly line of Parcel 232;

thence along said southerly line of Parcel 232 the following two (2) courses:

1. along the arc of a curve to the right having a central angle of $11^{\circ}00'38''$, a radius of 978.31 feet, an arc length of 188.00 feet (the chord of which bears South $72^{\circ}47'35''$ East, 187.71 feet) to a point of reverse curve;
2. along the arc of curve to the left having a central angle of $40^{\circ}19'48''$, a radius of 1012.00 feet, an arc length of 712.34 feet (the chord of which bears South $87^{\circ}27'09''$ East, 697.72 feet) to a point on a curve;

thence along the arc of a curve to the left having a central angle of $09^{\circ}49'24''$, a radius of 2376.00 feet, an arc length of 407.36 feet (the chord of which bears North $80^{\circ}39'18''$ East, 406.87 feet) to a point of reverse curve;

thence along the arc of a curve to the right having a central angle of $14^{\circ}15'24''$, a radius of 154.00 feet, an arc length of 38.32 feet (the chord of which bears North $82^{\circ}52'18''$ East, 38.22 feet);

thence South $90^{\circ}00'00''$ East a distance of 108.99 feet to a point on the westerly line of Westerly Creek, as recorded at Reception Number 2002112960 in said Clerk and Recorder's Office;

thence along the westerly line and the southerly line of said Westerly Creek the following two (2) courses:

1. South $00^{\circ}00'00''$ East along said westerly line a distance of 751.38 feet;
2. South $90^{\circ}00'00''$ East along said southerly line a distance of 1.01 feet;

thence South $00^{\circ}00'00''$ East a distance of 795.95 feet;

thence North $90^{\circ}00'00''$ West a distance of 547.55 feet to a point on a non-tangent curve;

thence along the arc of a curve to the right having a central angle of $48^{\circ}21'50''$, a radius of 334.00 feet, an arc length of 281.93 feet (the chord of which bears South $29^{\circ}41'49''$ West, 273.64 feet);

thence South $53^{\circ}52'44''$ West a distance of 516.98 feet to a point on a non-tangent curve;

thence along the arc of a curve to the right having a central angle of $11^{\circ}51'09''$, a radius of 729.00 feet, an arc length of 150.81 feet (the chord of which bears South $20^{\circ}59'07''$ East, 150.54 feet) to a point of reverse curvature;

thence along the arc of a curve to the left having a central angle of $75^{\circ}21'52''$, a radius of 68.50 feet, an arc length of 90.10 feet (the chord of which bears South $52^{\circ}44'29''$ East, 83.75 feet);

thence North $89^{\circ}34'35''$ East a distance of 90.32 feet to a point of curvature;

thence along the arc of a curve to the right having a central angle of $06^{\circ}14'17''$, a radius of 1251.00 feet, an arc length of 136.20 feet (the chord of which bears South $87^{\circ}18'16''$ East, 136.13 feet) to a point of reverse curvature;



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thence along the arc of a curve to the left having a central angle of 03°01'38", a radius of 1149.00 feet, an arc length of 60.71 feet (the chord of which bears South 85°41'57" East, 60.70 feet) to a point on said north right-of-way line of Montview Boulevard;
thence South 89°39'02" West along said north right-of-way line a distance of 391.32 feet to the **Point of Beginning**.

Containing 4,311,652 square feet, or 98.982 acres, more or less.

LESS AND EXCEPT: (EXCEPTION PARCEL 1)

A part of the Northeast Quarter of Section 33, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 33;
thence South 89°34'12" West along the south line of the northeast quarter of said Section 33 a distance of 959.27 feet;
thence North 00°25'48" West a distance of 1536.19 feet to the **Point of Beginning**;
thence South 89°26'57" West a distance of 322.02 feet;
thence South 42°34'03" West a distance of 6.29 feet to a point on the northeasterly line of Tract A, proposed Stapleton Filing No. 6;
thence along said northeasterly line of Tract A for the following two (2) courses:
1. North 47°36'09" West a distance of 149.22 feet to a point of curvature;
2. along the arc of a curve to the right having a central angle of 01°14'52", a radius of 581.00 feet, an arc length of 12.65 feet (the chord of which bears North 46°58'43" West, 12.65 feet) to the southwest corner of Tract Z, proposed Stapleton Filing No. 6;
thence along southeasterly line of said Tract Z for the following two (2) courses:
1. North 42°23'51" East a distance of 74.98 feet to a point of curvature;
2. along the arc of a curve to the left having a central angle of 40°23'47", a radius of 321.00 feet, an arc length of 226.32 feet (the chord of which bears North 22°11'58" East, 221.66 feet) to the southwest corner of Tract BK, proposed Stapleton Filing No. 6;
thence along south and west lines of said Tract BK for the following three (3) courses:
1. North 90°00'00" East a distance of 315.70 feet to a point of curvature;
2. along the arc of a curve to the right having a central angle of 90°00'00", a radius of 22.00 feet, an arc length of 34.56 feet (the chord of which bears South 45°00'00" East, 31.11 feet);
3. South 00°00'00" East a distance of 277.00 feet;
thence South 22°36'59" West a distance of 68.38 feet to the **Point of Beginning**.

Containing 141,614 square feet, or 3.251 acres, more or less.



LESS AND EXCEPT: (EXCEPTION PARCEL 2)

A parcel of land located in the Northeast Quarter of Section 33 and the Northwest Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being recorded at Reception Number 2001202863 in said Clerk and Recorder's Office, being more particularly described as follows:

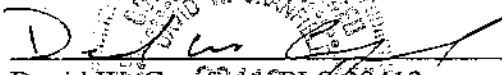
Commencing at the West Quarter Corner of said Section 34;
thence North $00^{\circ}20'29''$ West along the west line of said Northwest Quarter of Section 34, a distance of 333.62 feet to the **Point of Beginning**;
thence South $53^{\circ}52'44''$ West a distance of 183.36 feet to a point of non-tangent curvature;
thence along the arc of a curve to the left having a central angle of $15^{\circ}26'35''$, a radius of 603.00 feet, an arc length of 162.53 feet (the chord of which bears North $38^{\circ}49'53''$ West, 162.04 feet);
thence North $46^{\circ}33'10''$ West a distance of 342.86 feet;
thence North $51^{\circ}46'06''$ West a distance of 153.13 feet;
thence North $42^{\circ}23'51''$ East a distance of 440.09 feet to a point of curvature;
thence along the arc of a curve to the right having a central angle of $47^{\circ}36'09''$, a radius of 120.00 feet, an arc length of 99.70 feet (the chord of which bears North $66^{\circ}11'55''$ East, 96.86 feet);
thence South $90^{\circ}00'00''$ East a distance of 709.94 feet;
thence South $00^{\circ}00'00''$ East a distance of 227.90 feet to a point of curvature;
thence along the arc of a curve to the right having a central angle of $53^{\circ}52'44''$, a radius of 270.00 feet, an arc length of 253.90 feet (the chord of which bears South $26^{\circ}56'22''$ West, 244.65 feet);
thence South $53^{\circ}52'44''$ West a distance of 452.53 feet to the **Point of Beginning**.

Containing 576,103 square feet, or 13.225 acres, more or less.

Containing a net area of 3,593,935 square feet, or 82.506 acres, more or less.

BASIS OF BEARINGS:

Bearings are based on the west line of the Northwest Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, said west line bearing North $00^{\circ}20'29''$ West, based on NAD 83/92 state plane central zone coordinates, and as marked by a found 3" City of Aurora brass cap in monument box at the West Quarter corner of said Section 34 and a found 1 1/2" diameter pin w/punch mark in monument box at the Northwest corner of said Section 34.


David W. Cranfield, PLS 29412
For and on Behalf of BRW, Inc.

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EXHIBIT



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City & County Of Denver SUP RB1.00 D0.00

Parcel 232
Rec. No. 2001006933

$\Delta=1873.16'$
 $R=1373.54'$
 $L=436.81'$
CHB= $S81^{\circ}58'45''E$
CHD= $434.97'$

$\Delta=407.4'$
 $R=825.0'$
 $L=578.3'$
CHB= $N87^{\circ}00'$
CHD= $567'$

$413.88'$ N00⁰⁰00⁰⁰W

MATCHLINE
SEE SHEET 4

N90⁰⁰00⁰⁰W
80.64'
 $\Delta=78^{\circ}47'03''$
 $R=22.00'$
 $L=30.25'$
CHB= $N50^{\circ}36'28''W$
CHD= $27.92'$

$\Delta=30^{\circ}45'47''$
 $R=823.00'$
 $L=441.88'$
CHB= $N26^{\circ}35'50''W$
CHD= $436.59'$

$\Delta=40^{\circ}23'47''$
 $R=321.00'$
 $L=226.32'$
CHB= $N22^{\circ}11'58''E$
CHD= $221.66'$

$\Delta=174^{\circ}52'$
 $R=581.00'$
 $L=12.65'$
CHB= $N46^{\circ}58'43''W$
CHD= $12.65'$

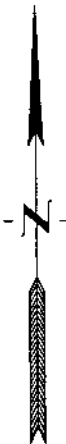
S42²³51⁵¹W
70.37'
N44⁰²49⁴⁹W
68.13'
R=753.00'
 $L=12.65'$
CHB= $N47^{\circ}07'16''W$
CHD= $12.65'$

S42³⁴03⁰³W
6.29'

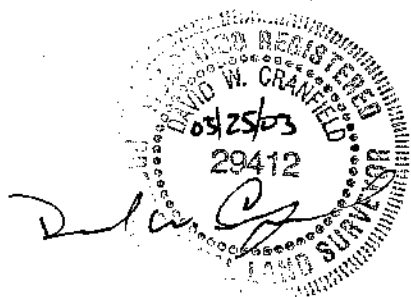
EASEMENT AGREEMENT
REC. NO. 890003-343
(PARCEL 5)

MATCHLINE
SEE SHEET 2

EASEMENT AGREEMENT
REC. NO. 890003-343
(PARCEL 7)



SCALE 1"=200'



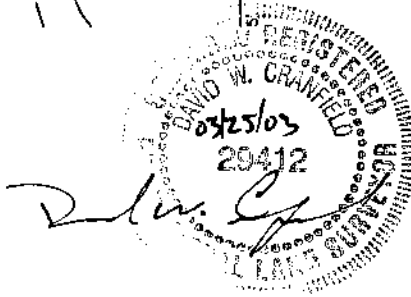
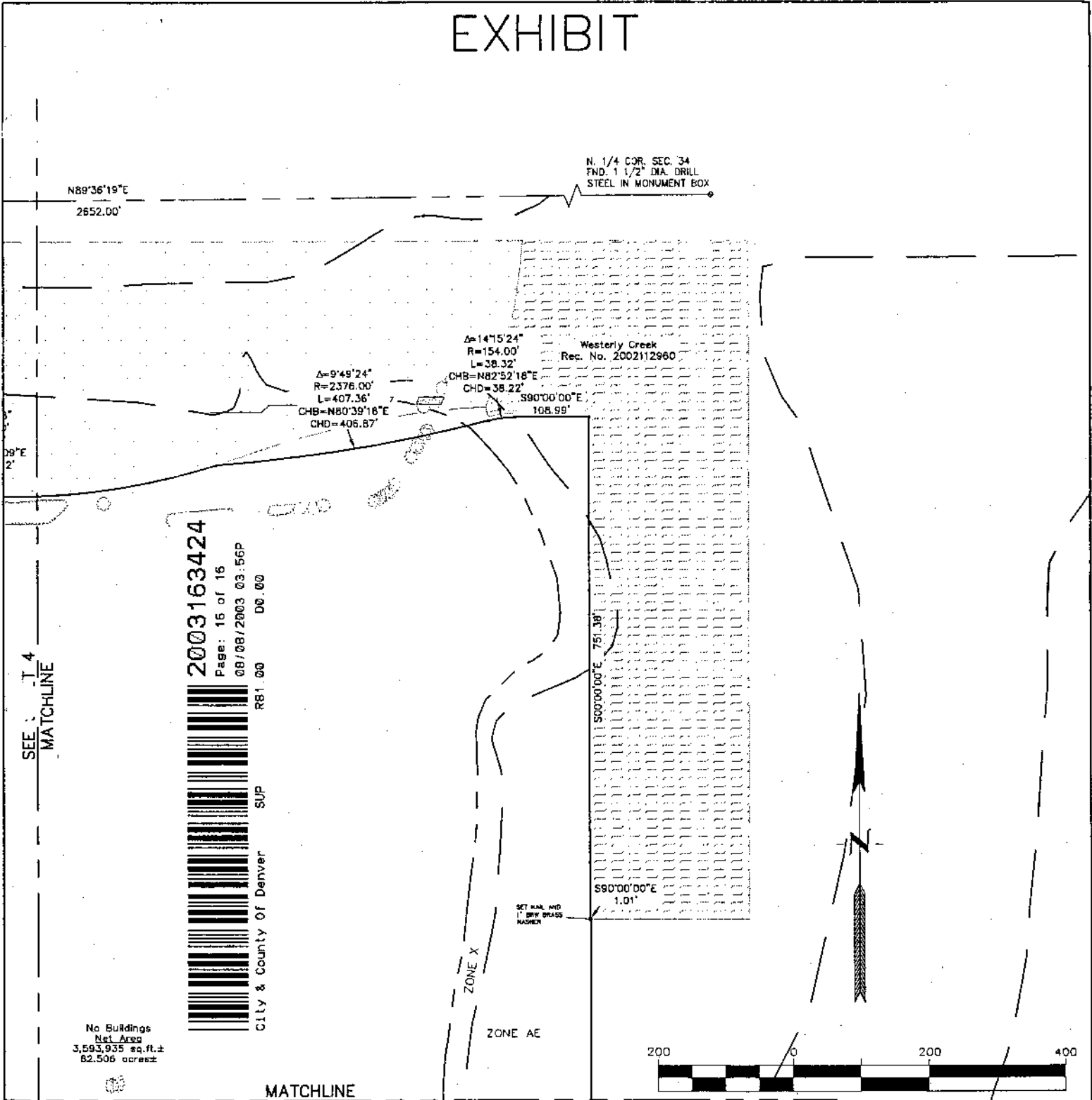
BRW 8595 EAST LOWRY BLVD.
BUILDING 1475
DENVER, CO 80230
303-360-5542, 303-343-0052 FAX

a URS Corporation Company
EXHIBIT ACCOMPANYING DESCRIPTION
Stapleton Filing No. 6
Takedown ALTA
Exhibit

DENVER	COLORADO	
Scale: 1"=200'	Drawn by: JKB	Sheet No. 3
Checked by: DWC	of 5 Sheet(s)	Drawing Name: S203TD-ALTA-EX

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.
H:\Projects\35312\Drawing & S\203TD-ALTA-FX.dwg 03/25/2003 10:39:57 AM PST

EXHIBIT



BRW 8595 EAST LOWRY BLVD.
BUILDING 1475
DENVER, CO 80230
303-360-5542, 303-343-0052 FAX

a URS Corporation Company
EXHIBIT ACCOMPANYING DESCRIPTION
Stapleton Filing No. 6
Takedown ALTA
Exhibit

DENVER			COLORADO
Scale: 1"=200'	Drawn by: JKB	Sheet No. 5	Drawing Name:
Checked by: DWC	of 5 Sheet(s)		S203TD-ALTA-EX

This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

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**FIRST AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
SUBJECTING PROPERTY TO THE COMMUNITY DECLARATION**

THIS FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made this 8 day of August, 2003, by Forest City Stapleton, Inc., a Colorado corporation, with an address of 1401 17th Street, Suite 510, Denver, CO 80202 (hereinafter, with designated successors and assigns, referred to as "**Declarant**").

RECITALS

A. On October 4, 2001, Declarant filed that certain Community Declaration for the Project Area within the former Stapleton Airport, which was recorded at Reception No. 2001167472 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0867512 in the public records of the County of Adams, Colorado. Such Community Declaration was amended by the First Amended and Restated Community Declaration for the Project Area within the former Stapleton Airport which was recorded on May 10, 2002 at Reception No. 2002086362 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0969147 in the public records of the County of Adams, Colorado (collectively referred to as the "Community Declaration").

B. On July 3, 2002, Declarant filed that certain Supplemental Declaration Subjecting Property to the Community Declaration, which was recorded at Reception No. 2002118615 in the public records of the City and County of Denver, Colorado (the "Supplemental Declaration").

C. The Declarant desires to amend and restate the Supplemental Declaration by means of this First Amended and Restated Supplemental Declaration Subjecting Property to the Community Declaration (the "First Amended and Restated Supplemental Declaration");

D. Pursuant to the terms of Article 5, Section 5.2 of the Supplemental Declaration, Declarant may amend the Supplemental Declaration for any purpose upon consent of the Owner.

E. Pursuant to Article 5, Section 5.2, the Owner of the property described on Exhibit "1" attached hereto (the "Property") has consented to this First Amended and Restated Supplemental Declaration.

F. The Property is a portion of that property generally described on Exhibit "A" to the Community Declaration, is the Property previously made subject to the Community Declaration by the Supplemental Declaration, and is the Property of the Owner consenting to this First Amended and Restated Supplemental Declaration.



G. Declarant has the reserved right to impose this First Amended and Restated Supplemental Declaration on the Property.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Supplemental Declaration, and with the consent of the Owner of the Property, Declarant declares as follows:

ARTICLE 1: Definitions

The definitions set forth in the Community Declaration are incorporated by reference.

ARTICLE 2: Application of the Community Declaration

2.1 Application. The Property described on Exhibit "1" shall be and is subject to all portions and provisions of the Community Declaration.

2.2 Binding Effect. The Property shall be and hereby is now a part of the Real Property, as defined in the Community Declaration, and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this First Amended and Restated Supplemental Declaration and the provisions of the Community Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, except such portions of the Property as are a part of, or are subsequently dedicated as, public right-of-way, public streets, road or highway, or dedicated as and used as a public park, or held by a special district that services the Property and used as public right of way, public street, public alley, or public park for park and recreation purposes. All or any portion of the Property that became exempt upon its dedication as a right-of-way, public street, road or highway, or dedicated as and used as a public park, or held by a special district and used as a public right of way, public street, public alley, or a public park for park and recreation purposes shall immediately again become subject to this Community Declaration and this First Amended and Restated Supplemental Declaration upon (i) vacation of all or any part of the dedication; (ii) conveyance of title to the property from the special district; or (iii) the special district's failure to use such property as a public right of way, public street, public alley, or public park for park and recreation purposes. The provisions of this First Amended and Restated Supplemental Declaration shall also be binding upon the Master Community Association, Inc., a Colorado nonprofit corporation (the "Community Association") in accordance with the terms of the Community Declaration and this First Amended and Restated Supplemental Declaration.

ARTICLE 3: No Delegate District

The Property is not initially assigned to any Delegate District within the Community, and the Property shall initially have no assigned voting rights in the Community or under the Community Declaration.



ARTICLE 4: Additional Covenants and Easements/Exemptions

There are no additional covenants or easements applicable to Property established by this First Amended and Restated Supplemental Declaration except as set forth in this First Amended and Restated Supplemental Declaration.

ARTICLE 5: Term and Amendments of this First Amended and Restated Supplemental Declaration


5.1 Term. This First Amended and Restated Supplemental Declaration and any amendments or supplements to this First Amended and Restated Supplemental Declaration shall be perpetual, as allowed for in the Act.

5.2 Amendment By Declarant. Until expiration of Declarant’s reserved development rights, as provided for in the Community Declaration, Declarant may amend this First Amended and Restated Supplemental Declaration for any purpose upon consent of the Owner. Thereafter, Declarant may unilaterally amend this First Amended and Restated Supplemental Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Property or Units within the Property; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Units; (d) to enable any governmental agency or reputable private insurance company to insure or guarantee mortgage loans on Units; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Unit without the Owner’s written consent.

5.3 Amendment By Owners subject to this First Amended and Restated Supplemental Declaration. Except as provided above and otherwise specifically provided in this First Amended and Restated Supplemental Declaration, this First Amended and Restated Supplemental Declaration may be amended only by the affirmative written consent of the sole Owner of the Property, or if divided into properties (Units) owned separately by more than one Owner, then by written consent of all of those Owners of Units subject to this First Amended and Restated Supplemental Declaration; provided, further, that in all events each amendment must also:

- a. be affirmatively approved, in writing, by the Community Association acting upon resolution of its Board,
- b. so long as Declarant has an option to subject additional property to the Community Declaration, also with the written consent of Declarant, and
- c. for a period of sixty (60) years following the date of initial recording of this First Amended and Restated Supplemental Declaration, either the written consent of Forest City Enterprises, Inc. or Forest City Stapleton, Inc., or either of their express successors or assignees, which express successor or assignee has been transferred and has accepted this right in writing.

5.4 Additional Limitations on Amendments. No future amendment shall be inconsistent with applicable provisions of the Community Declaration. Without the written consent of Declarant, or Declarant's assignee of such right or privilege, no amendment may remove, revoke, or modify the obligation to pay the Community Fee as set forth herein, or any right or privilege of Declarant.




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IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amended and Restated Supplemental Declaration the date and year first written above.

DECLARANT:

FOREST CITY STAPLETON, INC.,
a Colorado Corporation

By: 
John S. Lehigh
Executive Vice President

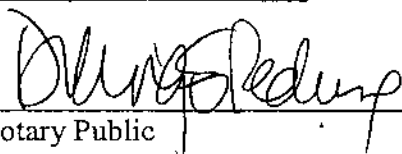
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me on this 5th day of August, 2003, by John S. Lehigh, Executive Vice President of FOREST CITY STAPLETON, INC., a Colorado Corporation.

WITNESS MY HAND AND SEAL.

My commission expires: 10-12-04




Notary Public

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CONSENT OF THE OWNER OF THE PROPERTY

The undersigned, as Owner of the Property set forth in this First Amended and Restated Supplemental Declaration, does hereby consent to this First Amended and Restated Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this _____ day of _____, 2003.

FC STAPLETON II, LLC, a Colorado limited liability company

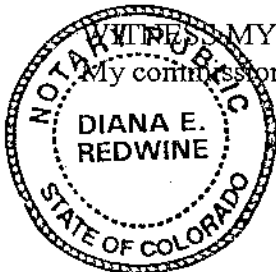
By: Stapleton Land, L.L.C., a Colorado limited liability company, its Manager

By: Forest City Stapleton Land, Inc., its Administrative Member

By *John S. Lehigh*
John S. Lehigh
Executive Vice President

STATE OF COLORADO)
Adopted) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this 5th day of August, 2003, by Johns S. Lehigh, Executive Vice President of Forest City Stapleton Land, Inc., the administrative member of Stapleton Land, L.L.C, the Manager of FC Stapleton II, LLC:




WITNESSED BY MY HAND AND SEAL.
My commission expires: 10-12-04

Diana E. Redwine
Notary Public

EXHIBIT "1"

DESCRIPTION OF PROPERTY



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LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 27, part of the Southeast Quarter of Section 28, and part of the Northwest Quarter of Section 34, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said Section 27;

thence North 89°36'19" East along the south line of said Southwest Quarter of Section 27 a distance of 289.22 feet to the east line of Stapleton Filing No. 3 recorded in the Clerk and Recorder's Office of said City and County of Denver and the **POINT OF BEGINNING**;

thence along the east and northerly lines of said Stapleton Filing No. 3 the following eleven (11) courses:

1. North 00°00'00" West a distance of 531.38 feet;
2. South 90°00'00" West a distance of 40.64 feet to a point of curvature;
3. along the arc of a curve to the right having a central angle of 11°56'54", a radius of 370.00 feet, an arc length of 77.16 feet and whose chord bears North 84°01'33" West a distance of 77.02 feet;
4. North 78°03'06" West a distance of 351.35 feet to a point of curvature;
5. along the arc of a curve to the left having a central angle of 23°53'48", a radius of 430.00 feet, an arc length of 179.34 feet and whose chord bears North 90°00'00" West a distance of 178.04 feet;
6. South 78°03'06" West a distance of 114.87 feet;
7. South 87°51'11" West a distance of 24.34 feet;
8. South 78°37'12" West a distance of 70.52 feet;
9. South 68°44'16" West a distance of 29.92 feet;
10. South 78°03'06" West a distance of 131.81 feet to a point of curvature;
11. along the arc of a curve to the right having a central angle of 11°56'54", a radius of 185.00 feet, an arc length of 38.58 feet and whose chord bears South 84°01'33" West a distance of 38.51 feet to the southeast corner of Tract CD of Stapleton Filing No. 2, recorded in said Clerk and Recorder's Office;

thence North 00°00'00" East along the east line and east line extended of said Tract CD a distance of 711.00 feet to the northeast corner of Tract AH of said Stapleton Filing No. 2;

thence South 90°00'00" West along the north line of said Tract AH a distance of 345.00 feet;

thence North 00°00'00" East a distance of 345.00 feet;

thence North 90°00'00" East a distance of 2318.12 feet to a point of non-tangent curvature on the easterly line of Parcel 204, recorded at Reception Number 2001070250 of said Clerk and Recorder's Office;

thence along said easterly and the southerly lines of said Parcel 204, the following six (6) courses:



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1. along the arc of said non-tangent curve to the left having a central angle of 12°00'39", a radius of 321.00 feet, an arc length of 67.29 feet and whose chord bears North 05°39'08" East a distance of 67.17 feet;
2. North 00°21'10" West a distance of 39.55 feet;
3. North 89°38'50" East a distance of 198.65 feet;
4. North 00°29'48" East a distance of 40.37 feet;
5. North 87°10'20" East a distance of 168.55 feet to a point of curve;
6. along the arc of said curve to the left having a central angle of 107°47'02", a radius of 65.00 feet, an arc length of 122.28 feet and whose chord bears North 33°16'49" East a distance of 105.03 feet;

thence South 83°05'58" East a distance of 9.08 feet to a point on a curve;

thence along the arc of said curve to the right having a central angle of 27°03'58", a radius of 1,230.00 feet, an arc length of 581.04 feet and whose chord bears South 20°26'00" West a distance of 575.65 feet;

thence South 33°57'59" West a distance of 58.52 feet;

thence South 90°00'00" West a distance of 240.98 feet to a point on said easterly line of Parcel 204;

thence South 03°30'45" East along said easterly line a distance of 142.27 feet;

thence North 90°00'00" East a distance of 138.05 feet to a point on a non-tangent curve;

thence along the arc of said non-tangent curve to the left having a central angle of 31°43'30", a radius of 1,570.00 feet, an arc length of 869.32 feet and whose chord bears South 15°51'45" West a distance of 858.26 feet;

thence South 00°00'00" West a distance of 336.47 feet;

thence South 90°00'00" West a distance of 811.01 feet to the southeast corner of said Stapleton Filing No. 3;

thence North 00°00'00" West along said east line of Stapleton Filing No. 3 a distance of 61.62 feet to the **POINT OF BEGINNING**;

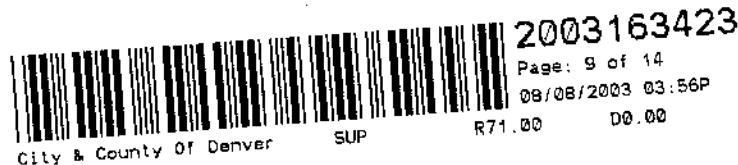
LESS AND EXCEPT: Parcels F3-201 and F3-202 recorded at Reception Number 2002031001 in the Clerk and Records Office of the City and County of Denver, and a part of Parcel 201 and a part of Parcel 204 recorded at Reception Number 2001070250 in said Clerk and Records Office, being a part of the Southwest Quarter of Section 27 and a part of the Southeast Quarter of Section 28, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of said Section 27;

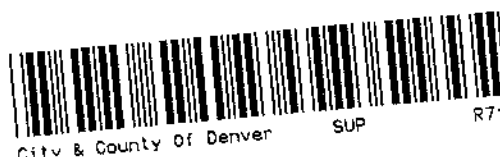
thence North 54°36'34" West a distance of 920.96 feet to the Southeast corner of Tract CD, Stapleton Filing No. 2 of said City and County of Denver and the **POINT OF BEGINNING**;

thence North 00°00'00" East along the east line and east line extended of said Tract CD, a distance of 711.00 feet to the Northeast corner of Tract AH of said Stapleton Filing No. 2;

thence South 90°00'00" West along the North line of said Tract AH a distance of 345.00 feet;



thence North 00°00'00" East a distance of 25.00 feet to a point on the northerly line of
 said Parcel 201;
 thence North 90°00'00" East along said northerly line of Parcel 201 a distance of 370.00
 feet to the easterly line of said Parcel 201;
 thence South 00°00'00" West along said easterly line of Parcel 201 a distance of 25.00
 feet to the northwest corner of said Parcel 204;
 thence along the northerly line of said Parcel 204 the following four (4) courses:
 1. North 90°00'00" East a distance of 1411.92 feet to a point of curvature;
 2. along the arc of a curve to the left having a central angle of 46°08'44", a radius of
 179.00 feet, an arc length of 144.16 feet and whose chord bears North 66°55'38"
 East a distance of 140.30 feet;
 3. North 43°51'16" East a distance of 320.17 feet to a point of curvature;
 4. along the arc of a curve to the left having a central angle of 22°36'16", a radius of
 179.00 feet, an arc length of 70.62 feet and whose chord bears North 32°33'08"
 East a distance of 70.16 feet;
 thence North 90°00'00" East a distance of 147.54 feet to a point on a non-tangent curve
 on the easterly line of said Parcel 204;
 thence along the easterly and southerly lines of said Parcel 204, the following three (3)
 courses:
 1. along the arc of a curve to the right having a central angle of 22°22'58", a radius of
 321.00 feet, an arc length of 125.40 feet and whose chord bears South 22°50'57"
 West a distance of 124.60 feet;
 2. South 03°30'45" East a distance of 372.83 feet;
 3. South 90°00'00" West a distance of 907.58 feet to the northeast corner of said Parcel
 F3-202;
 thence South 00°00'00" West along the easterly line of said Parcel F3-202, a distance of
 569.00 feet to the Southeast corner of said Parcel F3 202, being the Northeast
 corner of Stapleton Filing No. 3 of said City and County of Denver;
 thence along the northerly line of said Stapleton Filing No. 3 the following two (2)
 courses:
 1. South 90°00'00" West a distance of 40.64 feet to a point of curvature;
 2. along the arc of a curve to the right having a central angle of 02°59'57", a radius of
 370.00 feet, an arc length of 19.37 feet and whose chord bears North 88°30'01"
 West a distance of 19.37 feet to the Southwest corner of said Parcel F3-202;
 thence North 00°00'00" East along the westerly line of said Parcel F3-202 a distance of
 568.49 feet to said southerly line of Parcel 204;
 thence South 90°00'00" West along said southerly line of Parcel 204 a distance of 720.00
 feet to the Northeast corner of said Parcel F3-201;
 thence South 00°00'00" West along the easterly line of said Parcel F3-201, a distance of
 513.80 feet to said northerly line of Stapleton Filing No. 3;
 thence South 78°37'12" West along said northerly line of Stapleton Filing No. 3 a
 distance of 61.20 feet to the Southwest corner of said Parcel F3-201;
 thence North 00°00'00" East along the westerly line of said Parcel F3-201, a distance of
 525.88 feet to said southerly line of Parcel 204;
 thence South 90°00'00" West along said southerly line of Parcel 204 a distance of 175.00
 feet to said easterly line of Parcel 201;



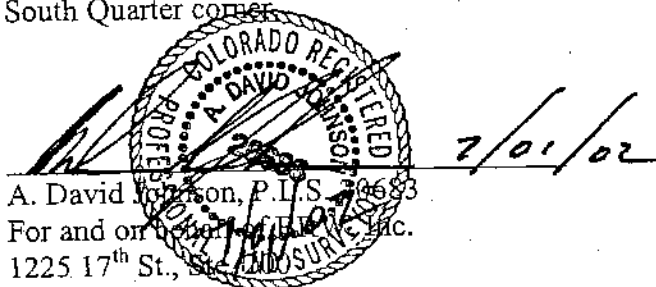
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thence South 00°00'00" West along said easterly line of Parcel 201 a distance of 567.29 feet to a point on said northerly line of said Stapleton Filing No. 3;
thence along said northerly line of Stapleton Filing No. 3 and along the arc of a curve to the right having a central angle of 07°45'59", a radius of 185.00 feet, an arc length of 25.08 feet and whose chord bears South 86°07'01" West a distance of 25.06 feet to the **POINT OF BEGINNING**.

Net Area Containing 2,329,004 square feet or 53,466 acres, more or less.

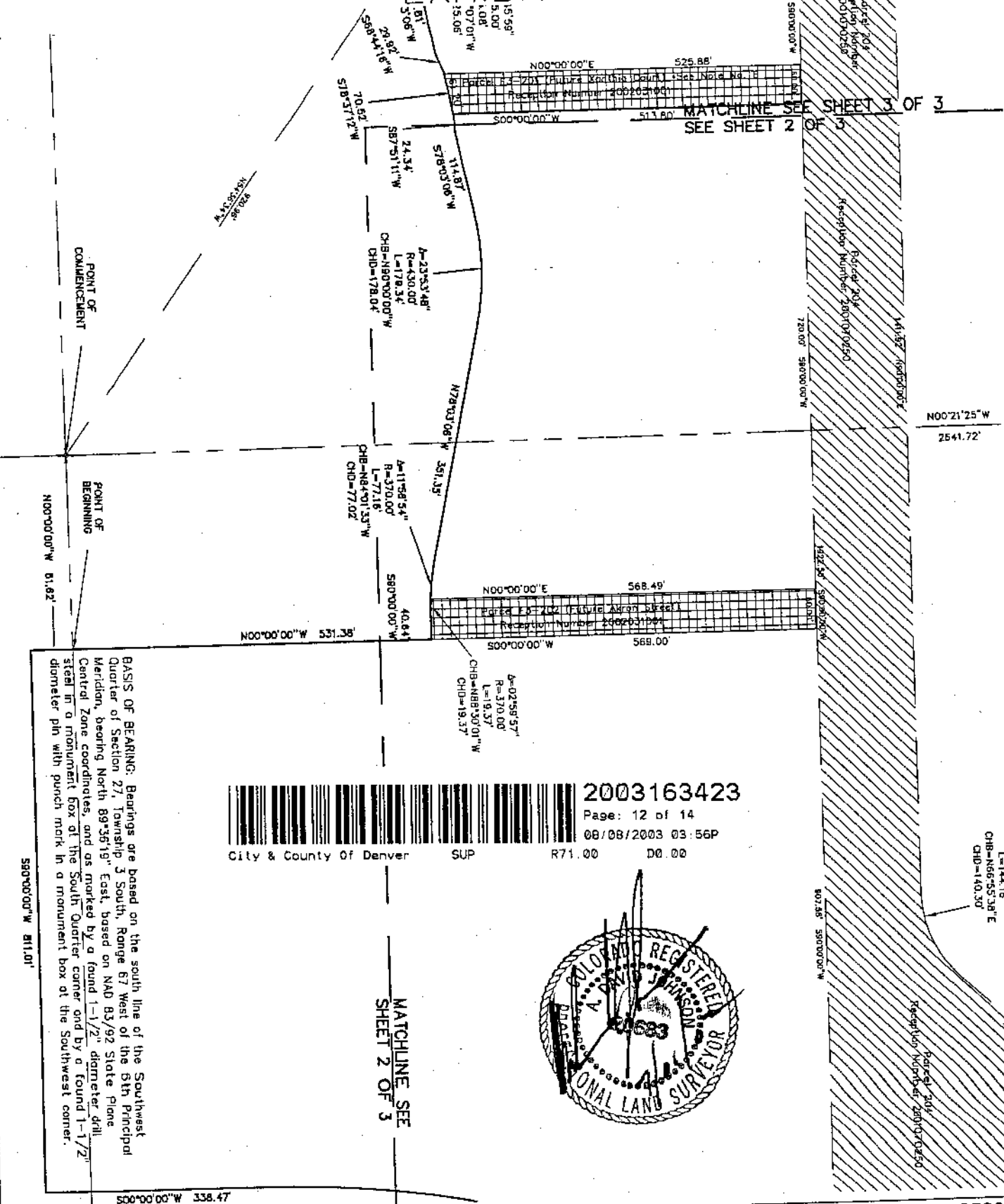
Bearings are based on the south line of the Southwest Quarter of Section 27, Township 3 South, Range 67 West of the 6th Principal Meridian, State of Colorado, bearing North 89°36'19" East, based on NAD 83/92 State Plane Central Zone coordinates, and as marked by a found 1-1/2" diameter pin with center punch in a monument box at the Southwest corner and by a found 1-1/2" diameter drill steel in monument box at the South Quarter corner.


A. David Johnson, P.L.S. 30683
For and on behalf of E.A. Inc.
1225 17th St.,
Denver, CO 80202
(303) 293-8080

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EXHIBIT-A



POINT OF COMMENCEMENT

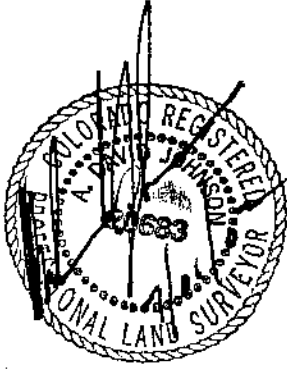
POINT OF BEGINNING

BASIS OF BEARING: Bearings are based on the south line of the Southwest Quarter of Section 27, Township 3 South, Range 67 West of the 6th Principal Meridian, bearing North 89°36'19\"/>



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MATCHLINE SEE SHEET 2 OF 3

BRW



a URS Corporation Company
 8595 E. Lowry Blvd., Bldg. 1475, Denver, Colorado 80230, Phone No.: 303-360-5542
 FILE: H:\PROJECTS\35312\FILING 5\ALTA-BND-EX-rev.DWG
 This exhibit does not represent a monumented survey.

EXHIBIT ACCOMPANYING DESCRIPTION


BOUNDARY EXHIBIT

DENVER		COLORADO	
Scale: 1"=200'	Drawn by: JFH	Sheet No. 2	Drawing Name:
Checked by: ADJ	of 3 Sheet(s)	ALTA-BND-EX-R	

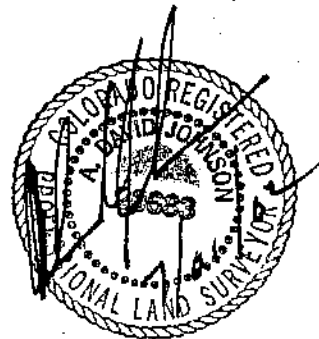
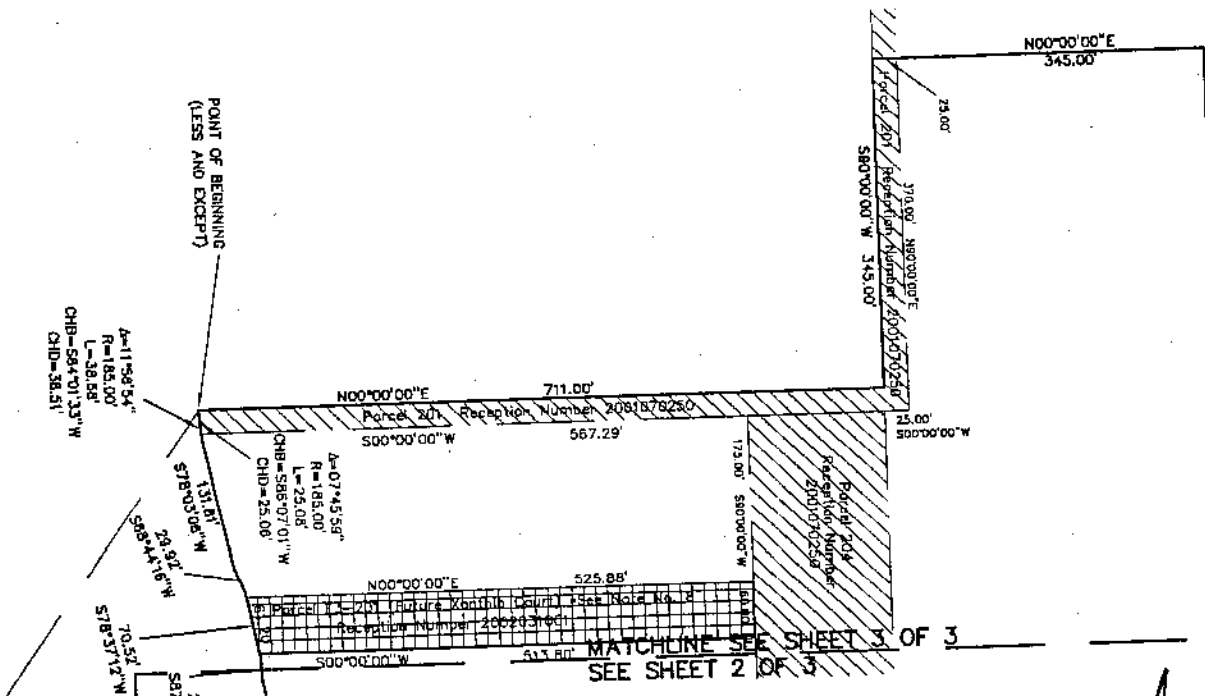
EXHIBIT-A



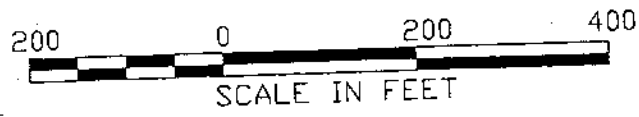
BASIS OF BEARING: Bearings are based on the south line of the Southwest Quarter of Section 27, Township 3 South, Range 67 West of the 6th Principal Meridian, bearing North 89°36'19" East, based on NAD 83/92 State Plane Central Zone coordinates, and as marked by a found 1-1/2" diameter drill steel in a monument box at the South Quarter corner and by a found 1-1/2" diameter pin with punch mark in a monument box at the Southwest corner.



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BRW



a URS Corporation Company
 8595 E. Lowry Blvd., Bldg. 1475, Denver, Colorado 80230, Phone No.: 303-360-5542
 FILE: H:\PROJECTS\35312\FILING 5\ALTA-BND-EX-rev.DWG
 This exhibit does not represent a monumented survey.

EXHIBIT ACCOMPANYING DESCRIPTION			
BOUNDARY EXHIBIT			
DENVER		COLORADO	
Scale:	Drawn by: JFH	Sheet No. 3	Drawing Name:
Checked by: ADJ	of 3 Sheets(s)	ALTA-BND-EX-	

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DENVER COUNTY CLERK AND RECORDER 765.00 .00 SMP

**FIRST AMENDED AND RESTATED
COMMUNITY DECLARATION
FOR
THE PROJECT AREA
WITHIN THE FORMER
STAPLETON INTERNATIONAL AIRPORT**

CERTIFICATION

The Clerk and Recorder for the
CITY AND COUNTY OF DENVER State
of Colorado does hereby certify this
document to be a full, true and
correct copy of the original
document recorded in my office.



Clerk and Recorder
by [Signature]
Deputy County Clerk
Date 5/10/02

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**FIRST AMENDED AND RESTATED
COMMUNITY DECLARATION
FOR
THE PROJECT AREA
WITHIN THE FORMER
STAPLETON INTERNATIONAL AIRPORT**

THIS FIRST AMENDED AND RESTATED COMMUNITY DECLARATION FOR THE PROJECT AREA WITHIN THE FORMER STAPLETON INTERNATIONAL AIRPORT, ("Community Declaration") is made on the date hereinafter set forth by Forest City Stapleton, Inc., a Colorado corporation, with an address of 1401 17th Street, Suite 510, Denver, CO 80202 ("**Declarant**").

RECITALS RELATING TO THIS AMENDMENT AND RESTATEMENT

- (i) On October 4, 2001, Declarant filed that certain Community Declaration for the Project Area within the former Stapleton Airport ("Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration, which Original Declaration was recorded at Reception No. 2001167472 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0867512 in the public records of the County of Adams, Colorado.
- (ii) The Original Declaration has been supplemented, by documents filed of record.
- (iii) Pursuant to the terms of Article 11, Section 11.7 of the Original Declaration, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in the Original Declaration, the Exhibits of the Original Declaration, or the map or the plat may be amended by Declarant until the first Unit has been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county.
- (iv) The undersigned certifies that as of the date of the execution of this instrument the first Unit has not been yet been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county.
- (v) Declarant, by executing and recording this instrument, desires to amend and restate all provisions of the Original Declaration in it's entirety, intending, upon the recording of this instrument, that the Original Declaration creating covenants, conditions, restrictions and reservations on the Real Property subject to the Original Declaration shall be superseded and replaced by this instrument, retaining and confirming the supplements of record previously made to the Original Declaration.

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows:

RECITALS RELATING TO THIS COMMUNITY DECLARATION

A. Declarant expects to and may become the owner of portions of certain real estate in the City and County of Denver (the "City") and/or in the County of Adams, State of Colorado, which is generally shown by the illustration contained in *Exhibit A* attached hereto and by reference made a part hereof (the "Project Area").

B. As Declarant becomes the owner of portions of the Project Area, or afterwards, Declarant anticipates that those portions may be made subject to this Community Declaration, and thereafter be part of the "Real Property" as that term is used in this Community Declaration and as described in *Exhibit B* of this Community Declaration, as *Exhibit B* may be amended and supplemented from time to time.

C. Prior to Declarant's acquisition of any portion of the Project Area, the City, through and with the input of citizens of the City, prepared and approved, as an amendment to its comprehensive plan, the Stapleton Redevelopment Plan for the Project Area, initially published in 1995, which plan may be amended from time to time (the "Development Plan" or "Green Book"). Among other things, the Development Plan provides that the development of the Project Area should allow for and encourage affordable housing, education, job training, sustainable development and parks and open space.

D. Declarant, with the consent and approval of the entity set forth in *Exhibit C*, desires to create a Large, Master Planned Community on the Real Property under the initial name of 'Stapleton,' in which portions of the Real Property will be designated for separate ownership, with allowed diverse mixed uses, including residential uses, office uses, retail uses, light industrial and related uses, commercial uses, employment uses, education uses and public and private open space uses. Portions of the Real Property may be designated for ownership by a master owners' association.

E. Declarant, by this Community Declaration, desires:

(i) to allow for and encourage the purposes of the Development Plan, including affordable housing, education, jobs training, sustainable development, and parks and open space;

(ii) to allow for and encourage diversity of residential housing and mixed uses within the Community, including residential uses, office uses, retail uses, light industrial and related uses, commercial uses, employment uses, education uses, and public and private uses;

(iii) to further and promote the interests, health, safety and welfare of the residents, occupants, tenants and guests of the Community and/or of those other common interest communities and members of or within the Community;

(iv) to preserve, protect, and enhance the Community, consistent with established neighborhoods in the City;

(v) to provide for the maintenance, repair, improvement and replacement of the Common Elements and to provide services as set forth in this Community Declaration and various budgets of the Community Association;

(vi) to provide for the implementation of the powers and duties of the Board as set forth in this Community Declaration and the other Governing Documents of the Community; and

(vii) to implement the purposes of the Community Association as provided for in this Community Declaration and as provided for in any of the other Governing Documents of the Community.

F. Declarant desires to provide for the development of the Project Area to achieve these stated general purposes, and to allow the Community to undertake and continue these stated purposes as integral and fundamental aspects of the Community.

G. The Project Area is also subject to compliance with the Affordable Housing Plan as agreed to between the City and Declarant or its affiliates. A copy of the Affordable Housing Plan is attached hereto as *Exhibit D*. The purpose of the Affordable Housing Plan is to insure that a portion of the Project Area is owned, developed and used to facilitate housing for low and moderate income households. No property within the Project Area shall be specifically subject to the Affordable Housing Plan until so designated by Declarant pursuant to Declarant's reserved Development Rights as set forth in this Community Declaration.

H. Declarant has caused the "Master Community Association, Inc.," a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as a master owners' association, for the purpose of exercising the functions set forth in this Community Declaration.

I. Declarant, as the developer of the Community, has established this Community Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of the Community as a large, master planned community.

Now, therefore, Declarant declares as follows:

ARTICLE 1 SUBMISSION/DEFINED TERMS

Section 1.1 Submission of Real Property to the Community Declaration. The Declarant hereby submits the property described in *Exhibit B*, and such additional property as may be subsequently added (the "Real Property") to the provisions of the Colorado Common Interest Ownership Act (the "Act"), as apply to Large Planned Communities, and to the terms and conditions of this Community Declaration. In the event the Act is repealed, the Act on the effective date immediately prior to repeal shall remain applicable.

Section 1.2 Purpose and Intent. Declarant declares that this Community Declaration is made for the purposes set forth in the recitals of this Community Declaration. Declarant intends that this Community Declaration establish a general plan for the development of the Community. This Community Declaration is intended to and provides a flexible and reasonable procedure for the future expansion of the Community and provides for its overall development, administration, maintenance and preservation. An integral part of the development plan is the creation and operation of the Community Association, to own, operate and maintain various Common Elements and community improvements, and to administer and enforce this Community Declaration and the other Governing Documents referenced in this Community Declaration.

Section 1.3 Binding Effect. Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions of this Community Declaration, except such portions of the Real Property as are a part of or are subsequently dedicated as right-of-way, public street, road or highway or dedicated as and used as a public park. Portions of Real Property once subject to this Community Declaration that become exempt upon dedication as a right-of-way, public street, road or highway, or dedicated as and used as a public park, shall, upon vacation of all or any part of the dedication, then again be subject to this Community Declaration, to the extent of such vacation. Declarant declares that this Community Declaration shall run with the Real Property and shall be binding on all parties having any right, title or interest in the Real Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.4 Name and Type. The type of Common Interest Community is a Master, Large Planned Community. The Community is a 'large' community, as defined in the Act and is also a 'master' Community. The Community may be located both in the City and/or in the County of Adams, Colorado. The initial name of the Community is 'Stapleton.' The name of the Community can be changed, upon the recommendation of the Delegates to the Board, the Board's approval of the recommendation, and Declarant's approval of the Board's action. Upon the adoption of a new name for the Community, the Community Association shall adopt and record an amendment to this Community Declaration, and the right to such amendment, as provided for above, is expressly reserved for twenty (20) years from the date of recording of this Community Declaration. The name of the Community Association is the "Master Community Association, Inc." The Community Association may adopt and use other names, as and in the manner permitted under the Colorado Revised Nonprofit Corporation Act, as that act may be amended from time to time.

Section 1.5 Governing Documents. The Community's Governing Documents consist of the following, as they may be amended: (a) Articles; (b) Bylaws; (c) Community Declaration; (d) plats, maps (as those terms are used in the Act) and deeds, as appropriate; (e) Supplemental Declarations; (f) Renovation and Remodeling Criteria; (g) Rules and Regulations; and (h) Board Resolutions.

Portions of the Real Property within the Community may be subject to additional covenants, restrictions and easements, which a Neighborhood Association may administer. In such case, if there is a conflict between or among the Governing Documents and any such additional covenants or restrictions, or the governing documents or policies of any such Neighborhood Association, the Governing Documents shall control.

Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions which are more restrictive than the provisions of this Community Declaration and, in such case, the more restrictive shall control.

Section 1.6 Defined Terms. Each capitalized term in this Community Declaration or in the plats or maps shall have the meaning specified or used in the Act, unless otherwise defined in this Community Declaration or in a plat or map, or unless the context requires otherwise, all as set forth below:

- (a) “Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.
- (b) “Affordable Housing Plan” shall mean that certain plan agreed to by the City and Declarant or its affiliates, attached hereto as *Exhibit D*, respecting development and preservation of affordable housing in the Project Area.
- (c) “Affordable Housing Restrictions” shall mean those restrictions and/or covenants imposed by or at the discretion of Declarant on a portion of the Real Property, as specifically subsequently designated by Declarant, to advance the objectives of the Affordable Housing Plan, pursuant to applicable provisions of this Community Declaration.
- (d) “Allocated Interests” shall mean the applicable Assessment liability and also the votes in the Community Association allocated in this Community Declaration, as allowed for in the Act.
- (e) “Articles” shall mean the Articles of Incorporation for the Master Community Association, Inc., as may be amended from time to time. The initial Articles are attached as *Exhibit E*.
- (f) “Assessment(s)” shall mean a Community Wide Services Assessment, a Residential Services and Recreational Assessment, the Neighborhood Services Assessment, the Community Fee, the Commercial Services Assessment, the Working Fund and any other assessment as allowed or provided for by this Community Declaration or the Act.
- (g) “Board” or “Executive Board” shall mean the body designated in this Community Declaration to act on behalf of the Community Association.

- (h) **"Builder"** shall mean a home builder, general contractor or other party, which may also be an Owner, other than the Declarant, who acquires one or more Units without Improvements of a home, office building or commercial building constructed thereon for the purpose of constructing the initial Improvements upon the Unit or for the purpose of reselling or renting to a third party or third parties, or who purchases one or more parcels of land in the Community for further subdivision, development, and/or resale in the ordinary course of its business and who has applied to and been approved as a "Builder" by Declarant, the Board or the Committee.
- (i) **"Bylaws"** shall mean the Bylaws adopted by the Community Association, as may be amended from time to time. The initial Bylaws are attached as *Exhibit F*.
- (j) **"City"** means the City and County of Denver.
- (k) **"Commercial Services Assessment(s)"** shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for any special or unique services offered to, requested by a Commercial Unit Owner or group of Commercial Unit Owners, or as otherwise made available by the Community Association, including operational expenses, maintenance, repair, replacement and improvement, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.
- (l) **"Commercial Units"** shall mean and include each separately owned Unit that may be used for commercial purposes.
- (m) **"Committee"** shall mean the Residential, Renovation and Remodeling Committee of the Community Association, as provided for by this Community Declaration.
- (n) **"Common Elements"** shall mean the Real Property within this Community owned by or leased by the Community Association, including easements, if any, other than a Unit, which Real Property may be designated in recorded plats, maps and/or deeds.
- (o) **"Community"** means the Large, Master Planned Community created by this Community Declaration.
- (p) **"Community Association"** or **"Association"** shall mean the Master Community Association, Inc., a Colorado nonprofit corporation, which Association shall be a "unit owners association" as defined in the Act, and its successors and/or assigns.
- (q) **"Community Declaration"** shall mean this First Amended and Restated Community Declaration for the Project Area Within the Former Stapleton International Airport, as amended and supplemented from time to time.
- (r) **"Community Fee"** shall mean the Community Fee as provided for in this Community Declaration.

- (s) **"Community Fee Report"** shall mean the report to be provided with payment of the Community Fee, as provided for in this Community Declaration, on the forms prescribed by the Community Association, Community Investment Fund or the Escrow Holder. This report is intended to fully describe the Transfer, setting forth the Purchase Price for the Transfer, the names of the parties thereto, the legal description of the Unit or Units transferred, and such other information as the Community Association, Community Investment Fund or the Escrow Holder may reasonably require.
- (t) **"Community Investment Fund"** or **"Community Investment Fund, Inc."** shall mean the entity designated in this Community Declaration to receive portions of the Community Fee, as provided for in this Community Declaration, for the purposes as provided, and its successors and assigns.
- (u) **"Community Manager"** shall mean any one (1) or more persons or companies engaged or employed by the Community Association who is engaged to perform any of the duties, powers or functions of the Community Association. The term "Community Manager" shall not include the Community Association itself.
- (v) **"Community Wide Services Assessment(s)"** shall mean an assessment for common expenses, incurred by or on behalf of the Community Association for the annual costs of operating the Community Association, together with an allocation for reserves, and including the late charges, attorney fees, fines and interest charged by the Community Association.
- (w) **"Declarant"** shall mean the Declarant named in this Community Declaration, and any successor and/or assignee designated by written notice or assignment executed by the then Declarant and executed by the Transferee and recorded (in compliance with the applicable provisions of the Act), to the extent any rights or powers reserved to Declarant are transferred or assigned to that party.
- (x) **"Delegate"** shall mean the natural persons selected by Members within a Delegate District to represent a Delegate District and to cast votes on behalf of Members within a Delegate District as provided in this Community Declaration.
- (y) **"Delegate District"** shall mean a geographical area which may constitute any portion or portions of the Real Property and from which all Members in that geographic area shall elect a single Delegate to represent their collective voting power. Parts of a Delegate District need not be contiguous.
- (z) **"Design Declaration"** shall mean that certain Design and Architectural Declaration, as recorded in the records of the City, and as may also be recorded in the records of the County of Adams, State of Colorado, as amended and/or supplemented from time to time.
- (aa) **"Development Rights"** or **"Special Declarant Rights"** shall mean those rights set forth in this Community Declaration and those rights set forth in the Act.
- (bb) **"Development Plan"** or **"Green Book"** shall mean that certain Stapleton Development Plan initially dated March 1995, as may be supplemented or amended from time to time.
- (cc) **"Dwelling Unit"** shall mean and include any portion of the Improvements on a Unit improved to allow separate occupancy for primarily residential use.

- (dd) **"Escrow Account"** shall mean that certain escrow or escrow account maintained by the Community Association, at its expense, with an Escrow Holder for purposes of depositing, receiving and distributing the proceeds of the Community Fee.
- (ee) **"Escrow Agreement"** shall mean that certain agreement of the Community Association with the Escrow Holder, establishing the Escrow Account, containing customary escrow agreement provisions and also containing the terms and conditions as specified in this Community Declaration.
- (ff) **"Escrow Holder"** shall mean that bank or similar institution, and its successors or assigns, with whom the Community Association has entered into the Escrow Agreement, to establish the Escrow Account.
- (gg) **"Governing Documents"** shall mean those documents listed in Section 1.5 of this Community Declaration, as they may be amended from time to time.
- (hh) **"Improvement(s)"** shall mean structures or improvements of any kind installed within or upon a Unit, the original authorization and approval for which came from the Design Review Committee of SDC Design, Inc., pursuant to the Design Declaration.
- (ii) **"Limited Common Elements"** shall mean those portions of the Common Elements, if any, designated by Declarant for the exclusive use of one (1) or more but fewer than all of the Units.
- (jj) **"Local Common Element"** shall mean any portion of a residential area within the Real Property that is designated by any recorded instrument and, to the extent approval thereof is required of the Declarant, is approved by the Declarant, as a Local Common Element, which Local Common Element is for the primary use and benefit of the Owners of certain Units within the Real Property, but less than all Units.
- (kk) **"Maintenance Fund"** shall mean the account into which the Board shall deposit monies paid to the Community Association from the Working Fund and any portions of the Community Wide Services Assessment as determined by the Board.
- (ll) **"Member"** shall mean the person, or if more than one, all persons collectively, who constitute the Owner of a Unit, as more fully provided for in the Articles and Bylaws.
- (mm) **"Membership"** shall mean the rights and obligations associated with being a Member.
- (nn) **"Neighborhood Association"** shall mean any unit owners' association organized and established or authorized pursuant to this Community Declaration, the Act and a Supplemental Declaration, the membership of which is composed of Owners of Units within that portion of the Real Property covered by a Supplemental Declaration.
- (oo) **"Neighborhood Association Assessment(s) of the Community Association"** shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of a Neighborhood Association, as provided for in this Community Declaration, and also as an option in lieu of a separate assessment by a Neighborhood Association, including late charges, attorney fees, fines and interest charged by the Community Association.

- (pp) **"Neighborhood Service Assessment(s)"** shall mean expenditures made or liabilities incurred by or on behalf of the Community Association for services only to a particular neighborhood of the Community, such as for a Local Common Element or a Limited Common Element, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.
- (qq) **"Notice of Claim of Exclusion"** shall mean the notice provided for in this Community Declaration, by which a Transferee involved in a Transfer may claim an exclusion from the requirement to pay the Community Fee.
- (rr) **"Period of Declarant Control"** shall mean the period of time commencing on the date of recordation of this Community Declaration and expiring on the earlier of twenty (20) years thereafter, or sixty (60) days after conveyance or creation of seventy-five percent (75%) of the Units that may be created by Owners other than Declarant, or six (6) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; provided, however, that if the Period of Declarant Control has not terminated pursuant to the foregoing provisions, the Period of Declarant Control shall in any case terminate on the date upon which all property in the Project Area has become a part of the Community and the last Unit within the Community has been conveyed by the Declarant.
- (ss) **"Project Area"** shall initially mean all of the real estate generally described, shown and depicted by the illustration contained in *Exhibit A* attached hereto. The Project Area shall also include any additional lands as may later become subject to Declarant's rights of annexation, as allowed for in this Community Declaration and the Act.
- (tt) **"Purchase Price"** shall mean the total amount of consideration paid by the purchaser for the Transfer of the Unit in question, inclusive of the amount of any lien or encumbrance against the Unit transferred and all charges and expenses required to be paid for the making of the Transfer. In determining the Purchase Price for the sale of a Residential Unit, the total amount of the sales price to the purchaser shall be deemed to be paid for the Transfer of the Unit unless evidence of the separate consideration paid for personal property is submitted as shown on the contract of sale or the closing or settlement documents on the Transfer or unless evidence of the separate consideration is shown on the declaration filed pursuant to the provisions of C.R.S. Section 39-14-102 (as amended), or any subsequent state law requiring the filing of a declaration with the county assessor that contains information to assist the assessor in determining the value of real property. In determining the Purchase Price for the Transfer of a Commercial Unit, the total amount of the sales price to the purchaser shall be deemed to be paid for the Transfer of the Unit unless evidence of the separate consideration paid for personal property is submitted as shown on the purchaser's use tax return as filed with the department of revenue or unless evidence of the separate consideration is shown on the declaration filed pursuant to the provisions of C.R.S. Section 39-14-102 (as amended), or any subsequent state law requiring the filing of a declaration with the county assessor that contains information to assist the assessor in determining the value of real property. In determining the Purchase Price for a lease or other Transfer that is not in all respects a bona fide sale, the Purchase Price of the Unit subject to the lease or other Transfer shall be determined by the Community Association. A Transferor may make written objection to the Community Association's determination within fifteen (15) days

after the Community Association has given notice of such determination, in which event the Association shall obtain an appraisal, at the Transferor's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with real estate values in the City, and who shall be selected by the Community Association. The appraisal so obtained shall be binding on both the Community Association and the Transferor. The above provisions to the contrary notwithstanding, where a Transferor does not submit a Community Fee Report within the time frame required, the Transferor shall be deemed to have waived all right of objection concerning fair market value, and the Community Association's determination of such value shall be binding.

- (uu) **"Real Property"** (or "real estate" as that term is used in the Act) shall mean the property described in *Exhibit B*, and such additional property as subsequently may be added, pursuant to the expansion rights reserved in this Community Declaration, together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon. Easements and licenses to which the Common Interest Community is initially subject to are to be set forth, as applicable, in *Exhibit B*.
- (vv) **"Recreational Facilities"** shall mean one (1) or more recreational improvements on a portion or portions of the Common Elements, which, if limited to use by less than all Members, shall be deemed a Limited Common Element.
- (ww) **"Renovation and Remodeling Criteria"** shall mean those certain residential renovation and remodeling guidelines as allowed for in this Community Declaration, as amended and/or supplemented from time to time, which are deemed a part of the Rules and Regulations.
- (xx) **"Residential Services and Recreational Assessment(s)"** shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for operating, maintaining, repairing, replacing and improving Recreational Facilities and for operation of the Committee, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.
- (yy) **"Residential Units"** shall mean and include any Unit or lot primarily intended or zoned for residential uses, including, Units where any residential condominium units have the right to be created or have been created; Units where apartments have the right to be created or have been created; and Units where a single family home or other property for individual occupancy has the right to be created or has been created.
- (zz) **"Rules and Regulations"** means all rules, regulations, procedures and any Renovation and Remodeling Criteria, as the same may be adopted and amended from time to time by the Board, pursuant to this Community Declaration.
- (aaa) **"SDC Design, Inc."** shall mean SDC Design, Inc., and its successors and assigns.
- (bbb) **"Special Residential Services Assessment(s)"** shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for any special or unique services offered to, or requested by a Unit Owner or otherwise made available by the Community Association, including operational expenses, maintenance, repair, replacement and improvement, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.

- (ccc) **"Supplemental Declaration"** shall mean a written recorded instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which affects any portion, but not all, of the Real Property, which has been approved, in writing, by the Declarant, or if this approval right is assigned by Declarant, then is approved by Declarant's assignee.
- (ddd) **"Transfer"** shall mean, for the purposes of the Community Fee provided for in this Community Declaration, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation (other than Declarant) which, directly or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Declaration.
- (eee) **"Transferee"** shall mean and include all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Declaration.
- (fff) **"Transferor"** shall mean and include all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Declaration.
- (ggg) **"Unit" or "Units"** shall mean a physical portion of the Community, designated for separate ownership, shown as a condominium unit, lot or described as a separate parcel or separately deeded; or assessment or voting equivalent, as appropriate and applicable in the context.
- (hhh) **"Unit Owner" or "Owner"** shall mean any person or entity that owns a Unit.
- (iii) **"Units That May Be Created"** shall mean the grand total of twenty-three thousand (23,000) Units, consisting of up to:
- (i) fifteen thousand (15,000) individually owned Residential Units;
 - (ii) one thousand (1,000) unit equivalents (for Residential Units used as a part of residential building or buildings devoted to apartments or multifamily rental use), on the basis of one (1) unit equivalent for every five (5) Dwelling Units, with the maximum number of rental Dwelling Units of five thousand (5,000) divided by 5 = 1,000;
 - (iii) six thousand (6,000) unit equivalents, based on use for commercial, industrial, office or for public or private recreation use, on the basis of one (1) unit equivalent for every 2,000 square foot increment of the maximum allowed square footage of twelve million (12,000,000) divided by 2,000 square feet = 6,000;
 - (iv) one thousand (1,000) for Units or unit equivalents, allocated to any one of the above uses or to other uses.

The grand total, above provided, shall be the maximum number of Units that may be subject to this Community Declaration if all of the Project Area becomes a part of the Community. The aforesaid number of Units That May Be Created is not, however, a representation or guaranty by Declarant as to the actual number of Units that will ultimately be included in or constructed as part of the Community.

- (jjj) “**Working Fund**” shall mean an Assessment for initial capital of the Community Association, as allowed for in this Community Declaration.

ARTICLE 2 THE COMMUNITY ASSOCIATION OPERATIONS

Section 2.1 General Purposes and Powers of the Community Association. The Community Association, acting through the Board, shall: (a) perform functions and manage the Community as provided for in the Governing Documents, to meet the purposes of this Community Declaration, and (b) manage any other common interest communities as may subsequently be created within the Community, as and if provided for in the Supplemental Declaration for that common interest community, all as allowed for in this Community Declaration. The Community Association shall also have all power necessary or desirable to effectuate its purposes as an owners association under the Act and as provided for in this Community Declaration.

Section 2.2 Deemed Assent, Ratification and Approval. All Owners, occupants and residents in the Community shall be deemed to have assented to, ratified and approved the general purposes of this Community Declaration and the power, authority, management responsibility and designation of the Community Association, acting through the Board as allowed for in this Community Declaration.

Section 2.3 Governing Statutes and Documents. The Community Association shall be governed by the Act, this Community Declaration, and the Articles of Incorporation and Bylaws, as all of the same may be amended from time to time, and such other documents as may grant power and authority to the Community Association, to the extent those powers and authorities are accepted by the Community Association.

Section 2.4 Duty of the Board to Exercise Judgment and be Reasonable/Rights of Owners. In furtherance of the purposes of this Community Declaration, the Owners shall have the right and benefit to the administration of the Community by the Board, with the Board required to exercise judgment and reasonableness on behalf of the Community Association and Owners.

Section 2.5 Community Manager. The Board may, by written resolution, delegate authority to a Community Manager, provided no delegation shall relieve the Board of final responsibility.

Section 2.6 Election of the Board of the Community Association. The Board shall be elected by Delegates representing Delegate Districts within the Community; provided, however, that the Declarant shall have the sole right to appoint all or certain of the members of the Board as allowed for in this Community Declaration and in the Act. Delegates shall be elected by Owners within each Delegate District, acting in their capacity as Members of the Community Association.

Section 2.7 Declarant's Right to Appoint During Period of Declarant Control.

(a) During the Period of Declarant Control, the Declarant's appointment rights are subject to the following:

(i) From and after the date of recordation of this Community Declaration until the date that is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of twenty-five percent (25%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, Declarant may appoint and remove all members of the Board.

(ii) From and after the date which is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of twenty-five percent (25%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, until the date that is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of fifty percent (50%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, the Owners other than Declarant (acting through their Delegates) shall have the right to elect a number of the members of the Board equal to the greater of one (1) or twenty-five percent (25%) (rounded to the nearest whole number) of the total number of the members of the Board, and the Declarant may continue to appoint and remove all other members of the Board.

(iii) From and after the date which is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of fifty percent (50%) of the Units That May Be Created are conveyed to Owners other than Declarant until the date of termination of the Period of Declarant Control, the Owners other than the Declarant (acting through their Delegates) shall have the right to elect a number of the members of the Board equal to one (1) or thirty-three percent (33%) (rounded to the nearest whole number) of the total number of members of the Board, and the Declarant may continue to appoint and remove all other members of the Board. From and after termination of the Period of Declarant Control, the Owners (acting through their Delegates), including Declarant (if Declarant is then an Owner), shall elect a Board of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant.

(b) The Declarant may voluntarily surrender any or all of the foregoing rights to appoint and remove officers and members of the Board before termination of the Period of Declarant Control. In that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 2.8 Duty to Provide Audit. The Community Association shall provide for an annual independent audit of the accounts of the Community Association. Copies of the audit shall be made available to any Owner, on request, for a reasonable fee for the cost of copying the audit.

Section 2.9 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited moneys for maintenance, repair, replacement and improvement of the Common Elements.

Section 2.10 Establishment of Other Funds. The Community Association may establish other funds as and when needed and nothing herein shall limit, preclude or impair the authority of the Community Association to establish other funds for specified purposes authorized by this Community Declaration. If the Community Association establishes any additional funds, the Board shall designate an appropriate title for the fund to distinguish it from the other funds maintained by the Community Association.

Section 2.11 Authority for Disbursements. The Board shall have the authority to make or to authorize an agent to make disbursements of any moneys in the Maintenance Fund or other funds that may be established pursuant to this Community Declaration.

Section 2.12 Power to Provide Special or Community Services. The Community Association shall have the power to provide services or offer community events to one (1) or more, but less than all, Owners. Any such service or services may also be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations. Any such Supplemental Declaration may provide for payment to the Community Association by such Owner or Owners of the costs and expenses that the Community Association incurs in providing such services, including a fair share of the overhead expenses of the Community Association. In addition, any such Supplemental Declaration shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or Owners, and that the payment for such services shall be secured by a lien on the Unit or Units of such Owners and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Community Wide Services Assessment.

Section 2.13 Power to Operate and Charge for Facilities and Services. The Community Association shall have the power to acquire, create, own and operate any and all such facilities and services as it deems appropriate, including, without limitation, landscape maintenance, or any other similar or dissimilar function, and to establish charges for the use of facilities and services. The charges may include admission, rental or other fees and charges for any use of property, facilities or services of the Community Association. Such charges or fees shall be as determined from time to time by the Board.

Section 2.14 Bulk Service Agreements. The Community Association shall have the power and authority to enter into one (1) or more bulk service agreements for such terms and rates as it deems appropriate in order to provide the Owners with any of the following services: cable television, community satellite television, electronic entertainment, information or communication services, or any other service the Community Association believes to be in the best interests of the Owners. If such a bulk service agreement is executed, the costs shall be allocated as a part of the Community Wide Services Assessment.

Section 2.15 Right to Notice and Comment. Pursuant to the Act and under other circumstances as set forth in the Act or this Community Declaration, where the Act or this Community Declaration require that an action be taken after 'Notice and Comment,' and at any other time the Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing.

Section 2.16 Indemnification. To the full extent permitted by law, each officer and director of the Community Association shall be and is hereby indemnified by the Community Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon such officer or director in any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been an officer or director of the Community Association, or any settlements thereof, whether or not he or she is an officer or director of the Community Association at the time such expenses are incurred. This indemnification shall not apply in cases where an officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, the indemnification provided for in this Community Declaration shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Community Association.

Section 2.17 Education and Training. As a Common Expense, the Community Association may provide education and training opportunities, including providing funding and permitting facilities use for such purposes. The Community Association may provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Community Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community. The Community Association shall also fund, as a Common Expense, and support the education and training required for officers and directors.

ARTICLE 3
MEMBERSHIP, DELEGATE DISTRICTS, VOTING AND ASSESSMENT
ALLOCATIONS

Section 3.1 Membership. Every person who is a record Owner of a fee interest in any Unit which is subject to this Community Declaration shall be a Member of the Community Association. There shall be one (1) Membership in the Community Association for each Unit within the Community. The person or persons who constitute the Owner shall automatically be the holder of the Membership appurtenant to the Owner's Unit, and the Membership shall automatically pass with fee simple title to the Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for Membership. Where more than one (1) person holds an interest in any Unit, all those persons shall be Members. No Owner, whether one (1) or more persons, shall have more than one (1) Membership per Unit owned, but all persons owning each Unit shall be entitled to rights of Membership and use of enjoyment appurtenant to ownership. The Articles of Incorporation and Bylaws of the Community Association may set forth classifications of Membership.

Section 3.2 Establishment of and Modification of Delegate Districts. The Community shall be divided into Delegate Districts, and each Delegate District shall elect one (1) Delegate to the Community Association to exercise voting power of all of the Members in a Delegate District. The initial Delegate District(s) is/are established in this Community Declaration. Subsequent Delegate Districts shall be established by Supplemental Declarations. So long as it has the right to subject additional property to this Community Declaration, Declarant may unilaterally amend this Community Declaration or any Supplemental Declaration to re-designate Delegate District boundaries. However, two (2) or more existing Districts shall not be combined without the consent of Owners of a majority of the Units in the affected Districts.

Section 3.3 Voting Rights of Members.

(a) Generally. Each Member shall:

(i) have the right to cast votes for the election of the Delegate to the Community Association (to exercise the voting power of the Delegate District in which the Member's Unit is located); and

(ii) such other voting as provided for in this Community Declaration. Except as expressly provided in this Section and in this Community Declaration, no other voting rights are created by this Community Declaration.

(b) Delegates. The Delegate from the Delegate District shall be elected by Members holding a majority of the voting power in a Delegate District present or in person or by proxy at a duly constituted meeting of a Delegate District.

(c) Bylaws. Unless otherwise addressed in this Community Declaration or the Articles of Incorporation, the Bylaws shall provide the manner, time, place, conduct and voting procedures for Member meetings for the purpose of electing a Delegate or other purposes in any Delegate District.

(d) No Fractionalized Voting. Vote(s) allocated to any Unit must be cast as a block and without dividing or fractionalizing such vote or votes.

(e) Declarant Control. During the Period of Declarant Control, the Declarant shall have the right to appoint members of the Board as allowed by this Community Declaration and as allowed for by the Act.

Section 3.4 Voting Allocations.

(a) Residential Use - Individually owned Units. If a Unit is used for single family, duplex, triplex, townhouse, or other multifamily residential dwellings and the Unit is individually owned, the vote attributable to a Unit shall be one (1) vote for each Dwelling Unit.

(b) Residential Use - Individually owned Units - Affordable Workforce Housing. If a Residential Unit is used for single family, duplex, triplex, townhome or other multifamily residential dwellings, and the Unit is individually owned and is subject to additional restrictions qualifying it as Affordable Workforce Housing (as allowed for under Exhibit D), the vote attributable to that Unit shall be one (1) vote for each Dwelling Unit.

(c) Residential Use - Apartments, Rentals and Affordable Rental Housing. If a Unit is used as a part of residential building or buildings devoted to apartments or multifamily rental use, the vote attributable to such Unit shall be one (1) vote for every five (5) Dwelling Units.

(d) Commercial, Office and Other Uses. If a Unit is used for commercial, retail, light industrial, office or for public or private recreation use, regardless of the size of the Unit, the vote attributable to such Unit shall be one (1) vote for each 2,000 square foot increment of floor area within the building(s) or Improvements on that Unit. The calculation of floor area of a building or of the Improvements shall be the gross floor area of all floor(s) of the building(s) measured from the exterior of the structure, including any basement area, but excluding floor areas not comprising a full 2,000 square feet increment, shall not receive a proration or fractional vote. The Board may require as built plans to be filed with the Community Association and may promulgate written standards for fairly and uniformly calculating the floor area for purposes of this Section.

(e) Allocations Prior to Use and Other Units or Other Uses. For all Units not allocated votes above, based on use, including any Unit comprised entirely of vacant land, regardless of zoning classification or anticipated use, the vote attributable to such Unit shall be one (1) vote per Unit.

Section 3.5 Proxies Of Members. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one (1) person, any one (1) co-Owner of the Unit may vote the vote of that Unit or register a protest to the casting of the vote of that Unit by the other co-Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Community Association. Owners within Neighborhood Associations or any designated subareas or parcels may, and are encouraged to, appoint a single Delegate or entity to hold and exercise proxies for all such Owners.

Section 3.6 Voting Rights of Delegates. Each Delegate shall have one (1) vote for each vote that could be cast by Members voting to elect a Delegate for such Delegate District. A Delegate may cast votes with respect to a Unit within such Delegate District only during such periods as the Owner of such Unit is entitled to cast votes for the election of a Delegate as provided in this Community Declaration or in any Supplemental Declaration as applicable.

Section 3.7 Manner of Voting by Delegates. Each Delegate may cast the votes that he or she represents in such manner as the Delegate, in his or her sole discretion, deems appropriate, acting on behalf of all the Members owning Units in the Delegate District; provided, however, that in the event that at least a majority in interest of the Owners in any Delegate District present in person or by proxy at a duly constituted meeting of such Delegate District shall determine at such meeting to instruct their Delegate as to the manner in which he or she is to vote on any issue, then the Delegate representing such Delegate District shall cast all of the voting power in such Delegate District in the same proportion, as nearly as possible without counting fractional votes, as the Owners of such Delegate District shall have cast their votes "for" or "against" such issue in person or by proxy. A Delegate shall have the authority, in his or her sole discretion, to call a special meeting of the Members of the Delegate's Delegate District in the manner provided in the Bylaws, for the purpose of obtaining instructions as to the manner in which to vote on any issue to be voted on by the Delegates. When a Delegate is voting without the instruction from the Members represented by such Delegate, then all of the votes may be cast as a block or unit, or the Delegate may apportion some of such votes in favor of a given proposition and some of such votes in opposition to such proposition. It will be presumed for all purposes of Community Association business that any Delegate casting votes will have acted with the authority and consent of all the Members of the Delegate District of such Delegate. All agreements and determinations lawfully made by the Community Association in accordance with the voting procedures established herein, and in the Bylaws, shall be binding on all Members, and their successors and assigns.

Section 3.8 Delegates as Advisory Committee. The Delegates may act as an advisory committee to the Board and may give the Board advice (which shall not be binding on the Board), as follows or on the following matters:

- (a) Special events and community programs;
- (b) Adoption of a new name for the Community, as provided for in this Community Declaration;

(c) Community Wide Services Assessments and the services funded through the Community Wide Services Assessment;

(d) By Delegate Districts involved with any of the following; provided, however that as to each of the following, the Board may require that only those Delegates with Districts that are subject to any one of these Assessments may be involved in an advisory capacity to the Board:

- (i) Residential Services and Recreational Assessments;
- (ii) Neighborhood Services Assessments;
- (iii) Special Residential Services Assessments;
- (iv) Commercial Services Assessments;
- (v) Neighborhood Association Assessments of the Community Association;

(e) Other operations or aspects of the Community as requested by the Board, and

(f) Other operations or aspects of the Community as requested by a majority of Delegates and approved by the Board.

Section 3.9 Assessment Allocations. Assessments are allocated as follows:

(a) Community Wide Services Assessments. Community Wide Services Assessment allocations are based on the percentage number obtained by dividing the vote or votes allocated to a Unit by the total number of votes allocated to all Units within the Community, as votes are allocated as specified in this Community Declaration; except that as to individually owned Residential Units that are subject to additional restrictions qualifying those Units as "Affordable Workforce Housing" (as allowed under Exhibit D), those Units shall each be allocated reduced Community Wide Services Assessments, based on one-fifth (1/5) of the allocation in relation to other Residential Units. For example and in illustration of the exception provided for above, a Residential Unit that is subject to additional restrictions qualifying that Unit as Affordable Workforce Housing shall be subject to a Community Wide Services Assessment of one fifth (1/5) of other Residential Units.

(b) Residential Services and Recreational Assessments. Residential Services and Recreational Expenses shall be allocated to all Residential Units, based on an equal assessment on each Dwelling Unit, except as may otherwise be provided for in this Community Declaration or in a Supplemental Declaration or an amendment to this Community Declaration.

(c) Neighborhood Service Assessments. Neighborhood Service Assessments shall be allocated and assessed based on an equal assessment on each Dwelling Unit for Residential Units, or voting allocation as to Commercial Units, as appropriate, if applicable, against only those Units that are subject to that Neighborhood Service Assessment, whether by virtue of the terms of this Community Declaration, by virtue of a recorded Supplemental Declaration or by virtue of an amendment to this Community Declaration.

(d) Special Residential Services Assessments. Special Residential Services Assessments shall be allocated and assessed based on an equal assessment on each Dwelling Unit for either all Residential Units or those Residential Units to be assessed.

(e) Commercial Services Assessments. Commercial Services Assessments shall be allocated and assessed based on an equal assessment on each Commercial Unit, by vote, or for a group of Commercial votes, as allowed for in the Section enabling this particular assessment.

(f) Neighborhood Associations. The liability for Community Wide Services Assessments and/or Residential Services and Recreational Assessments attributable to all Units in a Neighborhood Association may be assessed against the Neighborhood Association, if any; or in the absence of an operating Neighborhood Association for Units included in the Community, then to the Owner. Neighborhood Associations shall allocate the Community Wide Services Assessments and/or Residential Services and Recreational Assessments and assess the Units in the Neighborhood Association pursuant to the allocations set forth in the Neighborhood Association's Declaration, the Neighborhood Association's Articles of Incorporation, the Neighborhood Association's Bylaws or other governing documents.

(g) Working Fund Assessments. Working Fund Assessments shall be allocated as provided in this Community Declaration.

(h) Community Fee Assessments. Community Fee Assessments shall be allocated and assessed as allowed for in the Section enabling this particular assessment.

(i) Other Assessments. Other Assessments provided for in this Community Declaration shall be allocated as provided for in this Community Declaration.

Section 3.10 Re-Allocations. When Units are added to or withdrawn from the Community, pursuant to the provisions of this Community Declaration and the Act, the formulas set forth above shall be used to reallocate the Allocated Interests.

ARTICLE 4
UNIT DESCRIPTIONS/Common
ELEMENTS/EASEMENTS

Section 4.1 Identification of Unit Descriptions. The identification of each Unit is to be shown on an applicable plat, maps or deed for properties included in the Community. Every contract for sale, deed, lease, Security Interest, will or other legal instrument may legally describe a Unit by any identifying number established by a plat or map, with reference to the plat or map, and the Community Declaration, followed by the name of the Community. Reference to the Community Declaration, plat or map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Community Declaration, map or plat, without specific references thereto.

Section 4.2 Common Elements. The Declarant is not obligated to construct any particular type or kind or area of Common Elements. The Declarant may construct Common Elements for office or other use by the Community Association, for recreational use by all or some portion of the Owners (provided those with a right to use shall have an obligation to fund the ongoing maintenance, repair, replacement and improvement of any recreational facilities limited to use by less than all Owners and provided that if rights to use are limited to less than all Owners, that Common Element shall then be a Limited Common Element) and such other facilities as Declarant may determine.

Section 4.3 Duty to Accept Common Elements and Facilities Transferred by Declarant. The Community Association shall accept any Common Elements or property, including any Improvements thereon, and personal property transferred to the Community Association by Declarant and equipment related thereto, together with the responsibility to perform any and all functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Community Declaration. Any property or interest in property transferred to the Community Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Community Association free and clear of all liens (other than the lien of property taxes and Assessments not then due and payable), but shall be subject to the terms of this Community Declaration and any Supplemental Declaration applicable thereto. The improvements on the Common Elements may be changed from time to time by the Board. Portions of the Common Elements may be designated by Declarant as a part of a Unit or as a Limited Common Element to a Unit. Portions of Units not yet conveyed by Declarant to a third party owner may become Common Elements or Limited Common Elements, pursuant to rights reserved elsewhere in this Community Declaration.

Section 4.4 Utility, Map and Plat Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat, map or separate document and as may be established pursuant to the provisions of this Community Declaration, or granted by authority reserved in any recorded document.

Section 4.5 Owners' Easements of Enjoyment. Every Owner shall have a right and easement for access to his or her Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) this Community Declaration and the other Governing Documents;
- (b) any restriction contained in any deeds of Common Elements to the Community Association;
- (c) the right of the Community Association to regulate use and enjoyment;
- (d) the right of the Community Association to promulgate and publish Rules and Regulations, subject to limitations included in this Community Declaration, which Owners shall strictly comply with;
- (e) the right of the Community Association to suspend rights to use recreational facilities for any period during which any Residential Services and Recreational Assessment against such Owner's Unit remains unpaid;
- (f) the right of the Board to impose reasonable membership requirements and charge reasonable membership admission or other fees for the use of any recreational facility situated upon the Common Elements and the right of the Board to permit use of any recreational facilities situated on the Common Elements by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
- (g) the right of the Community Association to allow public use of Common Elements or recreational amenities, with or without a fee or charge;
- (h) the right, power and authority of the Community Association to grant any dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act;
- (i) the right of the Community Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements or as determined by the Board;
- (j) the Development and Special Declarant Rights of the Declarant reserved in this Community Declaration; and
- (k) the rights of Builders reserved in this Community Declaration.

Section 4.6 Rights Regarding Recreational Facilities. Regardless of any general rights to use and enjoyment (a) only Owners of a Residential Unit or the tenant, lessee or occupant of a Dwelling Unit in a Residential Unit used as an apartment or for multi-family rental use, shall have a right to use any Recreational Facilities, unless otherwise provided in a Supplemental Declaration; (b) these Owners, tenants, lessees and occupants of Residential Units shall only have a right to use Recreational Facilities after they have occupied their Improvements.

Section 4.7 Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of such Owner's family or their guests, or contract purchasers who reside at such Owner's Unit or at the Dwelling Units that are a part of that Unit and shall be deemed to have delegated that authority to the Owner's tenants.

Section 4.8 Liability of Owners for Damage. Each Owner shall be liable to the Community Association for any damage to Common Elements or for any expense or liability incurred by the Community Association which may be sustained by reason of negligence or willful misconduct of such Owner or a guest of the Owner, and for any violation by such Owner or guest of this Community Declaration or any Rule or Regulation. The Community Association shall have the power to levy and collect an Assessment against a Member to cover the costs and expenses incurred by the Community Association on account of any such damage or any such violation of this Community Declaration or of the Rules and Regulations, including interest and attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

Section 4.9 Power to Grant Easements. The Community Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Elements for any lawful purpose, including without limitation, the provision of emergency services, utilities (including, without limitation, water, sanitary sewer, storm sewer, gas and other energy services), telephone, cable television, fiber optic and other telecommunication services, and other uses or services to some or all of the Members.

Section 4.10 Safety and Security. Each Owner and occupant, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. Neither the Community Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants that the Community Association, its Board and committees, and Declarant are not insurers or guarantors of safety or security and that each person within the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Dwelling Units, resulting from acts of third parties.

ARTICLE 5 COMMUNITY ASSOCIATION MAINTENANCE RESPONSIBILITIES

Section 5.1 Duty to Manage and Care. The Community Association shall manage, operate, care for, maintain and repair all Common Elements and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. In addition, the Community Association may operate, maintain and repair property other than Common Elements, including property of the City or of any other local governmental body, if some or all of the Members will

benefit thereby and provided that the Owner of the property consents to such operation, maintenance and repair.

Section 5.2 Flexible Authority of the Board for Community Association Maintenance. The Board shall determine the specifications, scope, extent, nature and parameters of the Community Association's maintenance, repair, replacement and improvement responsibilities.

Section 5.3 Generally Designated Areas of Maintenance. The Community Association may be responsible for:

(a) Designated landscaping and other flora, signage, structures, entry signage, and similar improvements situated upon the Common Elements or in public rights of way or public easement areas.

(b) Designated recreational facilities, which may include swimming pools and other facilities.

(c) The improvement, upkeep and maintenance, repair and reconstruction of landscaped areas in designated parks, parkways, dedicated public right of ways, alleys, or public easements, or for the payment of expenses which may be incurred by virtue of agreement with or requirement of any local governmental authority.

(d) Such portions of property included within the Real Property as may be dictated by local government, this Community Declaration or any Supplemental Declaration or in any contract or agreement for maintenance thereof entered into by the Community Association, or as expressly delegated by a Neighborhood Association and accepted by the Community Association.

(e) Real property within any portion of the Community, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not adequate. All costs of maintenance pursuant to this paragraph may be assessed as a Neighborhood Association Assessment of the Community Association or sub-Assessment only against the Units within the Neighborhood Association, or if no Neighborhood Association, then to that Unit, to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

(f) Any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Community Association, such property and facilities to be identified by written notice from the Declarant to the Community Association and to be maintained by the Community Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Community Association.

(g) Other property which it does not own, including, without limitation, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable.

(h) Such other maintenance and repair as set forth below or elsewhere in this Community Declaration.

Section 5.4 Additional Services. Any group of Units, acting either through their Delegate or through a Neighborhood Association, if any, may request that the Community Association provide a higher level of service than that which the Community Association generally provides, or may request that the Community Association provide special services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate for all Units receiving the same service), shall be assessed against the Units as a part of one of the Assessments, as determined by the Community Association.

Section 5.5 Neighborhood Association's Responsibility. The Owners of Units within each Neighborhood Association, if any, may be responsible for paying, through Neighborhood Association Assessments of the Community Association to their Neighborhood Association or through a separate Assessment to the Community Association, the costs of operating, costs of utilities, and costs of maintaining and insuring certain portions of the Real Property within their neighborhood. This may include, without limitation, the costs of maintaining any Neighborhood Association signage, entry features, right-of-way and open space between the Neighborhood Association and adjacent public roads and private streets within the Neighborhood Association, regardless of ownership and regardless of the fact that such maintenance may be performed by the Community Association; *provided, however*, all Neighborhood Associations which are similarly situated shall be treated the same. Any Neighborhood Association having any responsibility for maintenance of property within such Neighborhood Association shall perform such maintenance responsibility in a manner consistent with first class, community-wide standards. If it fails to do so, the Community Association may perform such responsibilities and assess the costs against all Units within such Neighborhood Association, as a Neighborhood Association Assessment of the Community Association.

ARTICLE 6 COVENANT FOR ASSESSMENTS

Section 6.1 Creation of Community Association Lien and Personal Obligation to Pay. Each Unit shall be deemed to covenant and agree and each Owner shall be deemed to covenant and agree to pay all Assessments as imposed by the Community Association or as may be imposed by a Neighborhood Association for payment to the Community Association. Any such Neighborhood Association shall allocate the Assessments of the Community Association to the Units in the Neighborhood Association as set forth in this Community Declaration. Assessments provided for in this Community Declaration, including fees, charges, late charges, attorney fees, fines and interest charged by the Community Association shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due; provided, however, that where

a Neighborhood Association has expressly assumed those obligations pursuant to the governing documents for that Neighborhood Association (as allowed for with the approval of the Declarant, as provided for in this Community Declaration), and in that event, so long as the Neighborhood Association has that obligation, only that Neighborhood Association shall have the personal obligation to pay.

Section 6.2 Continuing Lien. The personal obligation to pay any past due sums due the Community Association shall not pass to a Transferee, unless the sums due are expressly assumed by the Transferee; except for the Community Fee, which if unpaid becomes a personal obligation of the Transferee. All Assessments and such other Assessments as imposed by the Community Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Community Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

Section 6.3 No Exemptions, Offsets or Reductions. No Owner may become exempt from liability for payment of any Assessment to the Community Association by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Assessment is made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Community Association or the Board or any other entity is not properly exercising its duties and powers under this Community Declaration.

Section 6.4 Initial Capitalization of the Association/Working Funds. The Association requires that the first Owner of each Unit (other than Declarant or a Builder) make a non-refundable payment to the Association in an amount equal to two hundred dollars (\$200.00), which sums are to be used by the Association as initial capital. The contribution by the first Owner of each Unit (other than Declarant or a Builder) shall be collected and transferred to the Association at the time of closing of the initial sale by Declarant or a Builder of each Unit, and the sums collected shall be for the use and benefit of the Association, through the Association's Maintenance Fund. Contribution and payment of each Owner's portion of the initial capital to the Association shall not relieve an Owner from making regular payments of any other Assessments as the same become due. Upon the Transfer of a Unit, an Owner may be entitled to a credit from their Transferee.

Section 6.5 Assessment Allocations. Each of the Assessments provided for in this Article shall be allocated as provided for under Section 3.9 of this Community Declaration.

Section 6.6 Community Wide Services Assessments. The Community Association may levy a Community Wide Services Assessment against Units, effective upon creation of such Unit, allocated as provided for above in this Community Declaration. Until the Community Association levies a Community Wide Services Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Community Wide Services Assessment has been levied by the Community Association, Community Wide Services Assessments shall be levied no less frequently than annually by the

Community Association. Where the obligation to pay a Community Wide Services Assessment first arises after the commencement of the year or other period for which the Community Wide Services Assessment was levied, the Community Wide Services Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Community Wide Services Assessment may be levied on an annual basis and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Community Wide Services Assessment shall be submitted to the Delegates for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by votes of Delegates representing a majority of the votes in the Community Association. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Community Wide Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Community Wide Services Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.7 Residential Services and Recreational Assessments. The Community Association may levy a Residential Services and Recreational Assessment against Residential Units, effective upon creation of such Unit as provided by this Community Declaration, or upon the recreational facility initially opening for use allocated as provided for above in this Community Declaration. Until the Community Association levies a Residential Services and Recreational Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Residential Services and Recreational Assessment has been levied by the Community Association, Residential Services and Recreational Assessments shall be levied no less frequently than annually by the Community Association. Where the obligation to pay a Residential Services and Recreational Assessment first arises after the commencement of the year or other period for which the Residential Services and Recreational Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Residential Services and Recreational Assessment may be levied on an annual basis and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Residential Services and Recreational Assessments shall be submitted to only those Delegates representing Residential Unit Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be

vetoed by a majority of the votes of only those Delegates representing Residential Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Residential Services and Recreational Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Residential Services and Recreational Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.8 Neighborhood Services Assessments. The Community Association may levy a Neighborhood Service Assessment against Units subject to this Assessment, allocated as provided for above in this Community Declaration. After any Neighborhood Service Assessment has been levied by the Community Association, Neighborhood Service Assessments shall be levied no less frequently than annually by the Community Association. Where the obligation to pay a Neighborhood Service Assessment first arises after the commencement of the year or other period for which the Neighborhood Service Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Neighborhood Service Assessment may be levied on an annual basis against Units subject to this Assessment, and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Neighborhood Services Assessment shall be submitted only to those Delegates representing Owners with rights to use a Local Common Element, or Limited Common Element, or with such other neighborhood services allowed for in this Community Declaration or a Supplemental Declaration, for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing Owners with rights to use a Local Common Element, or Limited Common Element, or with such other neighborhood services as allowed for in this Community Declaration or a Supplemental Declaration. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Neighborhood Service Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Neighborhood Service Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.9 Special Residential Services Assessments. The Community Association may levy a Special Residential Services Assessment against Residential Units, effective upon creation of such Unit as provided by this Community Declaration, for any special or unique services offered to or requested by a Unit Owner or otherwise made available by the Community Association, allocated as provided for above in this Community Declaration. Until the Community Association levies a Special Residential Services Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association for any special or unique services offered to or requested by a Unit Owner or otherwise made available by the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Special Residential Services Assessment has been levied by the Community Association, Special Residential Services Assessments shall be levied as needed or determined by the Board. Special Residential Services Assessment may be levied on a selective basis by the Community Association, without a requirement for advance budgeting and budget approval, or may be levied as an annual Assessment with advanced budgeting as provided for below. In all events, Special Residential Services Assessments shall be levied as needed or determined by the Board. To the extent this Assessment is levied annually by the Community Association, then the budgeting provisions below shall apply. Where the obligation to pay a Special Residential Services Assessment first arises after the commencement of the year or other period for which the Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. If to be imposed on an annual and recurring basis, the Special Residential Services Assessment may be levied on an annual basis in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Residential Unit Owners subject to an annual and recurring Special Residential Services Assessment for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Residential Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Special Residential Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.10 Commercial Services Assessments. The Community Association may levy a Commercial Services Assessment against Commercial Units or against Commercial Units by Delegate District, for any special or unique services offered to or requested by a Commercial Unit Owner or group of Commercial Unit Owners, or as otherwise made available by the Community Association, allocated as provided for above in this Community Declaration. After any Commercial Services Assessment has been levied by the Community Association, Commercial Services Assessments shall be levied as needed or determined by the Board, subject to the Delegates ratification, as provided for below. Commercial Services Assessment may be levied on a selective

basis by the Community Association, without a requirement for advance budgeting and budget approval, or may be levied as an annual Assessment with advanced budgeting as provided for below. In all events, Commercial Services Assessments shall be levied as needed or determined by the Board. To the extent this Assessment is levied annually by the Community Association, then the budgeting provisions below shall apply. Where the obligation to pay a Commercial Services Assessment first arises after the commencement of the year or other period for which the Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. If to be imposed on an annual and recurring basis, the Commercial Services Assessment may be levied on an annual basis against all Commercial Units or to just those Commercial Units in any given Delegate District, and in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Commercial Unit Owners subject to an annual and recurring Commercial Services Assessment for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Commercial Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.11 Neighborhood Association Assessments of the Community Association. The Community Association may levy a Neighborhood Association Assessment of the Community Association against Units, effective upon creation of such Unit, as provided for in this Community Declaration and also as an option in lieu of a separate assessment by a Neighborhood Association, allocated as provided for in this Community Declaration. After any Neighborhood Association Assessment of the Community Association has been levied by the Community Association in lieu of an Assessment by a Neighborhood Association, that Neighborhood Association Assessment of the Community Association shall be levied on an annual basis with advanced budgeting as provided for below. Otherwise, any other Neighborhood Association Assessment of the Community Association may be levied as needed or determined by the Board, as allowed for in this Community Declaration, without a requirement for advance budgeting and budget approval.

(a) The Budget Process. If to be imposed on an annual and recurring basis, in lieu of an assessment by a Neighborhood Association, a Neighborhood Association Assessment of the Community Association may be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Unit Owners subject to an annual and recurring Neighborhood Association Assessment of the Community Association for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Neighborhood Association Assessments of the Community Association shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.12 Community Fee Assessments.

(a) Purposes of the Community Fee. The Development Plan, as initially adopted, identified several key objectives critical for the long term success of the Project Area. As the developer of the Project Area, the Declarant agreed to provide methods and funding for achieving the objectives set forth below, as part of the development and long-term build-out of the Project Area. The purpose of the Community Fee described in this Section is to provide funding to the Community Investment Fund and to the Community Association to help achieve these objectives. Because achieving these objectives is a fundamental goal of the Development Plan and will enhance the overall livability and success of the Project Area, funding for these purposes will inure to the unique benefit of all Owners in the Community and in the Project Area. The objectives of the Development Plan are: (1) providing affordable housing; (2) increasing the availability of jobs training programs for residents, occupants and employees in the Project Area; (3) increasing the availability of educational programs for residents, occupants and employees in the Project Area; (4) promoting sustainable development; and (5) creating open space.

(b) Imposition after Occupancy of Initial Improvements. The obligation to pay the Community Fee is hereby imposed upon a Transferor of each Unit upon which Unit any Improvements have been occupied, or a temporary certificate of occupancy has been issued for the occupancy of any Improvements, or a certificate of occupancy has been issued for the occupancy of any Improvements, whichever occurs first, unless the Transfer in question is excluded under other express exclusion provisions of this section.

(c) Calculation of the Community Fee. The Community Fee shall be payable upon the Transfer of any Unit located in the Community as provided for in this Community Declaration. The Community Fee shall be calculated by multiplying the Purchase Price for the grant or conveyance less \$100,000.00 by .0025. The Community Fee is imposed not as a penalty and not as a tax, but as an Assessment and as a means to provide additional funding to fulfill the purposes of this Community Declaration and the Development Plan as set forth above.

(d) Liability for the Community Fee. If the Transferor does not pay the Community Fee as required by this Section, the Community Fee payment shall become the personal obligation of the Transferee under the Transfer in question and shall be a lien against the Unit, and, if unpaid, shall be handled in accordance with the other provisions of this Section.

(e) Deposit of Community Fee Into Escrow Account. The Community Association shall maintain, at its expense, an escrow account (the "**Escrow Account**") with a reputable financial institution (the "**Escrow Holder**") for purposes of depositing, receiving and distributing the proceeds of the Community Fee. In addition to other customary provisions, the agreement establishing the Escrow Account the ("**Escrow Agreement**") shall contain the following provisions:

(i) that the Escrow Holder shall receive the proceeds of the Community Fee on an ongoing basis and shall invest the amounts collected in an interest bearing account as more particularly described in the Escrow Agreement prior to distribution as provided for by this Community Declaration;

(ii) that the Escrow Holder shall distribute, together with interest thereon and accompanying Community Fee Reports (as defined in this Community Declaration), five percent (5%) of the Community Fee collected to the Community Association, ninety-five percent (95%) of the Community Fee collected, the Community Investment Fund on a monthly or quarterly basis at the addresses specified in the Escrow Agreement, as requested by the Escrow Holder or the Community Investment Fund;

(iii) that the Escrow Agreement shall not be amended unless such amendment is approved and executed by the Community Association and the Community Investment Fund;

(iv) that the Escrow Holder shall not accept from the Association any changes to the Escrow Agreement or the provisions for collection or distribution of the Community Fee unless such change is authorized by an amendment to this subsection approved in accordance with applicable provisions of this section;

(v) that the Escrow Holder promptly shall notify the Association and the Community Investment Fund of any change in the address or the account number of the Escrow Account and that the Association shall promptly record a notice of such change of address or account number in the records; and

(vi) that in distributing the Community Fee to the Community Investment Fund, the Community Investment Fund must continue to acknowledge that the Community Fee may only be used for the purposes set forth in this section, inuring to the unique benefit of the Owners in the Project Area.

(f) Due on Closing, Grace Period and Method for Payment. Payment of the Community Fee shall be made in immediately available, good funds, in U.S. dollars to the Community Association, pursuant to the Escrow Account, at the address and account number specified by the Escrow Holder, upon the closing of the Transfer, with a fifteen (15) day grace period for receipt by the Community Association. With such payment, the Transferor shall provide a written report on forms prescribed by the Community Association, the Community Investment Fund and the Escrow Holder (the "**Community Fee Report**"),

which Community Fee Report shall fully describe the Transfer, shall set forth the Purchase Price for the Transfer, the names and addresses of the parties thereto, the legal description of the Unit or Units transferred, and such other information as the Escrow Holder may reasonably require. If not paid within fifteen (15) days after the Transfer, the applicable Community Fee shall be delinquent and bear interest and otherwise be treated as an Assessment in default, due to the Association. The payment and Community Fee Report shall be deemed received in a timely manner if sent to the address provided above by first class mail, postage prepaid, and postmarked no later than the date such payment and report is due, provided that the Escrow Holder thereby actually receives such payment and Community Fee Report. The Escrow Holder and/or the Association, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any Owner or Transferor which are reasonably related to the payment of the Community Fee.

(g) Reporting on Exclusions from Community Fee. In the event that a Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Fee under this section, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board within five (5) days after closing of the Transfer in question, explaining the Transfer, the consideration, if any, involved in such Transfer, and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Fee, the Board shall notify the Transferor submitting the Notice of Claim of Exclusion of its obligation to pay the Community Fee and the Transferor shall pay the applicable Community Fee within fifteen (15) days after receipt of such notice. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting such Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with such additional information. Copies of all notices and correspondence between the Transferor and the Community Association under this Section shall be provided to the Transferee of the subject Transfer by the party initiating such notice or correspondence.

(h) Exclusions from the Community Fee. The Community Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Fee:

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of this state;

(ii) Transfers to the Association. Any Transfer to the Community Association or its successor or assignee;

(iii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust, that is for the benefit of the transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a transferor shall include all lineal descendants of any grandparent of the transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a Transfer made by the grantors of the trust, in the proportions of their respective total contributions of the trust;

(iv) Exempt Partition Transfers. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

(v) Exemption for Transfers On Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(vi) Related Company Transfers. Any Transfer made:

(a) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or

(b) by a partner, member or a joint venturer to a partnership, limited liability company or a joint venture in which the partner, member or joint venturer has not less than a 50 percent interest, or by a partnership, limited liability company or joint venture to a partner, member or joint venturer holding not less than a 50 percent interest in such partnership, limited liability company or joint venture, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or

(c) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Unit is transferred generally pro-rata to its shareholders and no consideration is paid other than the cancellation of such corporation's stock; or

(d) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Unit is transferred generally pro-rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or

(e) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity is owned in its entirety by the persons transferring the Unit and such persons have the same relative interests in the Transferee entity as they had in the Unit immediately prior to such transfer, and no consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the Transferee entity; or

(f) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the transferor(s) and the Transferee(s) are and remain under common ownership and control as determined by the Board or by the Community Investment Fund, in their sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless either Board finds that such transfer or series of transactions (1) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the transferor or Transferee, as appropriate, (2) is not inconsistent with the intent and meaning of this subsection; and (3) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay Community Fee. For purposes of this subsection, a Transfer shall be deemed to be without consideration if (x) the only consideration is a book entry made in connection with an inter company transaction in accordance with generally accepted accounting principles, or (y) no person or entity that does not own a direct or indirect equity interest in the Unit immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Unit (an 'Equity Owner') by virtue of the Transfer, and the aggregate interest immediately prior to the transfer of all Equity Owners whose equity interest is increased on account of the Transfer does not increase by more than 20 percent (out of the total 100 percent equity interest in the Unit), and no individual is entitled to receive directly or indirectly any consideration in connection with the Transfer. In connection with considering any request for an exception under this subsection, either Board may require the applicant to submit true and correct copies of all relevant documents relating to the Transfer and an opinion of the applicant's counsel (such opinion and counsel to be reasonably acceptable to the Board) setting forth all relevant facts regarding the Transfer, stating that in their opinion the transfer is exempt under this subsection, and setting forth the basis for such opinion;

(vii) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses, and any exchange of Units between Declarant and any original purchaser from Declarant of the one or more Units being transferred to Declarant in such exchange. To the extent that consideration in addition to previously purchased Units is paid to Declarant in such an exchange, the additional consideration shall be a Transfer subject to Assessment. To the extent that Declarant, in acquiring by exchange previously purchased from Declarant, pays consideration in addition to transferring Units, the amount of such additional consideration shall be treated as reducing the original assessable Transfer and shall entitle an original purchaser that previously purchased from Declarant, to a refund from the Association of the amount of the Community Fee originally paid on that portion of the original Transfer;

(viii) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Unit;

(ix) Exempt Ground Leases. Any lease of any Unit (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years;

(x) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xi) Exemption For Conveyance To a Tax Exempt Entity. The Transfer, as a donation not for monetary value, of a Unit to an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended (or any comparable statute), provided that either the Board or the Community Investment Fund specifically approves such exemption in each particular case;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns 100 percent of its equity securities (a 'Holding Company'), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;

(xiii) Subsidiary Conveyance Exemptions. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; however, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in the Transferor immediately prior to the Transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for \$2,000,000, 60 percent of the Community Fee would be exempt and a Community Fee would be payable only on \$800,000 (i.e., 40 percent of the \$2,000,000 consideration); and

(xiv) Exemption For Certain Conveyances of Convenience. The consecutive Transfer of a Unit wherein the interim owner acquires such Unit for the sole purpose of immediately reconveying such Unit to the interim owner and such interim owner receives no right to use or enjoyment of such Unit, provided the Board specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a Transfer subject to Assessment. In these cases, the first Transfer is subject to the Community Fee and subsequent Transfers will only be exempt as long as a Community Fee has been paid in connection with the first Transfer of such Unit in such consecutive transaction and only to the extent there is no consideration to the interim owner.

(i) Amendment of the Community Fee Provisions of this Community Declaration. No provision of this Community Declaration related to or supporting the Community Fee and no provision of this section may be amended without:

- (i) the affirmative approval of all votes, by allocation of votes or voting groups, including Delegate Districts, in the Community Association; and
- (ii) the affirmative approval of Community Investment Fund;
- (iii) for a period of sixty (60) years following the date of initial recording of this Community Declaration, either the written consent of Forest City Enterprises, Inc., or Forest City Stapleton, Inc., or either of their express successors or assignees, which express successor or assignee has been transferred and has accepted this right in writing.

Section 6.13 Other Assessments. The Community Association shall also have the authority to assess Units, pursuant to and as allocated, under other provisions of this Declaration, the Act, or as allowed by Court Order or law.

Section 6.14 Statements of Account. The Community Association shall furnish to an Owner or such Owner's designee (including, without limitation, a prospective purchaser from or lender of such Owner), upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt, to the Community Association's registered agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The written statement also shall notify the party requesting the statement that a Community Fee is payable at the time of Transfer of the Unit. If the request for such statement includes a statement of the Purchase Price for the sale of the Unit, the statement shall set forth the amount of the Community Fee payable based on such Purchase Price. If the request for such statement does not include a statement of the Purchase Price for the sale of the Unit, the statement shall set forth the formula for calculating the amount of the Community Fee payable on Transfer of the Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and shall be binding on the Community Association, the Board and every Owner. If no statement is furnished to the Owner or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Community Association shall no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request. The Community Association shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 6.15 Effect of Non-Payment of Assessments. Any Assessment, charge or fee provided for in this Community Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Board, shall bear interest at the rate of interest as may be determined, from time to time, by the Board, and the Community Association may assess a reasonable late charge thereon as determined by the Board. Further, the Community Association may bring an action at law or in equity, or both, against the person(s) personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien. An action at law or in equity by the Community Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Community Association without foreclosing, or in any way waiving, the Community Association's lien therefor. Foreclosure or attempted foreclosure by the Community Association of its lien shall not be deemed to estop or otherwise preclude the Community Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Community Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Community Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. The rights of the Community Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 6.16 Lien Priority. The lien of the Community Association for all Assessments allowed for in this Community Declaration is prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recordation of the Community Declaration; (b) a first lien security interest on the Unit (except as otherwise provided in C.R.S. § 38-33.3-316(2)(b) or other applicable provisions of the Act with regard to the limited lien priority allowed to the Community Association); and (c) liens for real property taxes and other governmental

assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Community Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Transfer of any Unit shall not affect the lien for said Assessments or charges except that Transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, Transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 7 GENERAL RESTRICTIONS

Section 7.1 Purposes, Plan of Development; Applicability; Effect. Declarant has created the Community as a mixed use, Master, Large Planned Community, in furtherance of its and every other Owner's collective interests. The Real Property is subject to land development constraints and requirements, Rules and Regulations and provisions of this Community Declaration governing land use, individual conduct, and uses of or actions upon the Real Property as provided in this Community Declaration. This Community Declaration establishes affirmative and negative covenants, easements, and restrictions.

Section 7.2 Changes in Circumstances Anticipated. Declarant has promulgated a general plan of development for the purposes stated in the recitals of this Community Declaration; provided, however, that in all cases and events such general plan for development shall be subject to the Community Association's ability to respond to changes in circumstances, conditions, needs, and desires within the Community, except as expressly provided for in this Community Declaration.

Section 7.3 Owner Acknowledgment. Each Owner is subject to this Community Declaration and the covenants and restrictions contained in this Community Declaration. By acceptance of a deed, or other instrument establishing title or ownership, each Owner acknowledges that such Owner has been given notice of this Community Declaration; that use of a Unit is limited by the provisions of the Governing Documents; that the Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Community Declaration and other Governing Documents; that the use, enjoyment and marketability of the Units can be affected by this Community Declaration; and that the restrictions and Rules and Regulations may change from time to time; provided, however, no action by the Board may invalidate a specific provision of this Community Declaration.

Section 7.4 Use Covenants and Restrictions Based on Zoning. Units within the Community shall be used for purposes as allowed by zoning, planned unit development or other local governmental determination. Use of Residential Units for primary residential use shall not be unreasonably regulated or governed by the Community Association. Use of Commercial Units for primary commercial uses shall not be unreasonably regulated or governed by the Community Association.

Section 7.5 Units to be Maintained. Owners of a Unit are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries except as such maintenance, repair and replacement are expressly the obligation of any applicable Neighborhood Association for that Unit. Each Unit and the Improvements on a Unit, shall, at all times, be kept in a clean, sightly, and wholesome condition.

Section 7.6 Landscaping Requirements of Owners/Restrictions and Maintenance Covenants. All portions of a Unit not improved with a residence, building, driveway, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Unit) shall be landscaped by the Owner thereof or a Builder, other than the Declarant. Any portions of a Unit that are not landscaped by a Builder must be fully landscaped by the Unit Owner, no later than one (1) year after the first occupancy of any portion of the Unit. The landscaping of each Unit, having once been installed, shall be maintained by the Owner, or the applicable owner association or Neighborhood Association, in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

Section 7.7 Subdivision of Units.

(a) The Owner of a Residential Unit shall have the right to subdivide his or her Unit (including, without limitation, by creating a condominium project upon such Unit or consolidating Units into one Unit) provided that the Owner: (i) obtains written approval from Declarant or the Board; (ii) obtains all necessary approvals under the Design Declaration; (iii) complies with the Act and all applicable laws, regulations, ordinances, statutes and orders of all governmental authorities having jurisdiction. Following any subdivision of a Residential Unit, including the creation of such a condominium project or consolidation of Units, the Owner of each Unit resulting or remaining from such subdivision shall be a Member of the Community Association.

(b) The right of the Owner of a Commercial Unit to subdivide is not restricted.

Section 7.8 Restrictions on Subordinate Covenants, Maps and Planned Unit Developments on Residential Units. Until expiration of the Period of Declarant Control, the prior written consent of Declarant, or its assignee (if this restriction and approval right is assigned in writing), shall be required by any Owner or with regard to any Residential Unit:

(a) before junior or subordinate covenants may be filed of record against all or any portion of a Unit, and

(b) before any planned unit development, map, plat or re-subdivision may be filed of record against all or any portion of a Unit.

In the event an Owner records covenants against all or any part of a Residential Unit without the written consent required by the provisions of this Section, or in the event an Owner records any planned unit development, map, plat or re-subdivision against all or any part of any Unit without the written consent required by the provisions of this Section, the instruments recorded shall be voidable and shall be deemed void by the Declarant (or its assignee) upon Declarant (or its assignee) recording a notice to that effect. Notwithstanding the foregoing, however, Builders, and any mortgagees of Builders acquiring title to any lots by foreclosure or deed in lieu of foreclosure, shall have the right to re-subdivide or otherwise modify any subdivision plat in order to make minor lot line modifications, provided such modifications do not increase or decrease the size of any lot by more than ten percent (10%).

Section 7.9 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Community Association. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Community Association.

Section 7.10 Restriction on Timesharing and Similar Programs. Use or ownership of any Unit for operation of a timesharing, fraction-sharing or similar program, where the right to exclusive use of a Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years and all similar ownership or use programs, schemes or clubs is prohibited. Declarant and its assignees may operate any such program with respect to any Unit owned by the Declarant or its assignee.

Section 7.11 Right of Owners Regarding Rules and Regulations. In furtherance of the purposes of this Community Declaration, and subject to the Board's duty to exercise judgment and reasonableness on behalf of the Community Association and Members, the Board may adopt, amend or repeal, Rules and Regulations concerning and governing the Community or any portion thereof. The Board may establish and enforce penalties for the infraction thereof.

Section 7.12 Construction Use. It is expressly permissible for Declarant and Builders to perform construction and such other reasonable activities, and to maintain upon portions of the Community such facilities as deemed reasonably necessary or incidental to the construction and sale of Units in the development of the Community, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

Section 7.13 Reasonable Rights to Develop. None of the covenants and restrictions in this Community Declaration may unreasonably impede Declarant's or a Builder's right to develop the Real Property. Additionally, the Board may not adopt any Rule or Regulation that unreasonably impedes Declarant's or a Participation Builder's right to develop the Real Property, the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights in accordance with this Community Declaration and/or the Act or the development rights of any Builder.

ARTICLE 8
INSURANCE/CONDEMNATION

Section 8.1 Community Association Hazard Insurance on the Common Elements. The Community Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Common Elements and the other property of the Community Association. If obtainable, the Community Association shall also obtain the following insurance and any additional endorsements deemed advisable by the Board .

Section 8.2 Community Association Liability Insurance. The Community Association shall obtain an adequate comprehensive policy of public liability and property damage liability insurance covering all of the Common Elements, in such limits as the Board may from time to time determine, but not in any amount less than Two Million Dollars (\$2,000,000) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Community Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Community Association as the insured.

Section 8.3 Community Association Fidelity Insurance. The Community Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Community Association, including persons who serve the Community Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Community Association, its officers, directors, trustees and employees.

Section 8.4 Community Association Worker's Compensation and Employer's Liability Insurance. The Community Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 8.5 Community Association Officers' and Directors' Personal Liability Insurance. The Community Association shall obtain a broad or expansive form of an officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Community Association.

Section 8.6 Other Insurance of the Community Association. The Community Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Community Association responsibilities and duties.

Section 8.7 Community Association Insurance and General Terms. The Community Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth herein, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant or a Builder, the Community Association shall maintain, to the extent reasonably available, policies for the above insurance with the following terms or provisions:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least twenty (20) days prior written notice to all of the Owners and the Community Association.

(b) All liability insurance shall be carried in blanket form naming the Community Association, the Board, the Community Manager, the officers of the Community Association, the Declarant, their successors and assigns and Owners as insureds.

(c) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified Real Property or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be affected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause for less than one hundred percent (100%) of the full insurable replacement cost.

Section 8.8 Community Association Insurance Premium. Except as assessed in proportion to risk, if permitted under the terms of this Community Declaration, insurance premiums for the above provided insurance shall be a part of the Community Wide Services Assessment.

Section 8.9 Community Manager Insurance. The Community Manager, if not an employee, shall be insured for the benefit of the Community Association, and shall maintain and submit evidence of such coverage to the Community Association.

Section 8.10 Waiver of Claims Against Community Association. As to all policies of insurance maintained by or for the benefit of the Community Association and Owners, the Community Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

Section 8.11 Adjustments by the Community Association. Any loss covered by an insurance policy described above shall be adjusted by the Community Association, and the insurance proceeds for that loss shall be payable to the Community Association. The Community Association shall hold any insurance proceeds in trust for the Community Association and Owners.

Section 8.12 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record, and pursuant to the Act.

ARTICLE 9
RESIDENTIAL RENOVATION AND REMODELING DESIGN REVIEW

Section 9.1 Required Approval for Certain Changes to Residential Units. Changes to the exterior of the Improvements (after installation or construction by the initial Builder) of a Residential Unit, or of any Unit limited to residential use or intended to be used solely for residential purposes, that meet any of the criteria listed below, must first be submitted to and approved in writing by the Residential, Renovation and Remodeling Committee of the Community Association ("Committee"), unless pursuant to a Supplemental Declaration a Neighborhood Association or other committee has authority over such proposed changes and is exercising that authority with the approval of the Committee. If an Improvement of a Residential Unit or a Unit limited to residential use or intended to be used solely for residential purposes, meets any one of the following criteria, that Improvement must first be approved by the Committee:

- (a) the Improvement increases the gross square footage of the Improvements, by proposed addition or proposed deletion of improved space or square footage;
- (b) the Improvement adds an exterior deck or balcony at the primary entry to the Improvements or above the ground floor of the Unit;
- (c) the Improvement effects a substantial change to the architectural style and character of the Improvements at the Unit, in the opinion of the Committee;
- (d) the Improvement adds an accessory or additional structure to the Unit (sheds or storage structures are expressly permitted, and do not require approval of the Committee);
or
- (e) the Improvement would be a substantial change to the roof plane or lines of the Improvements at the Unit.

In addition, pursuant to the Design Declaration, any such changes described above may be subject to review by the design review committee of SDC Design, Inc., at such committee's discretion.

Section 9.2 Approvals are not Required for the Itemized Changes to Residential Units. The following changes to the exterior of the Improvements on a Residential Unit, or a Unit limited to residential use or intended to be used solely for residential purposes, are not required to be submitted to and approved in writing by the Committee, unless, pursuant to a Supplemental Declaration, a Neighborhood Association has authority over these proposed changes and is exercising that authority with the approval of the Committee:

- (a) changes in exterior colors;
- (b) any fencing or walls added to a Unit;
- (c) landscaping changes to a Unit;

- (d) an Improvement that is a shed or storage structure;
- (e) an Improvement that changes the front door of the Improvements on a Unit;
- (f) an Improvement that is a deck or patio at ground level of the Improvements, and is not an addition to or improvement of the entry to the Improvements.

Owners acknowledge, however, that any of the changes exempted under this Community Declaration may be subject to review by the design review committee of SDC Design, Inc., pursuant to the Design Declaration.

Section 9.3 Action of the Committee. The Committee may require that applications of Owners be accompanied by payment of a fee for processing of the application, and/or a deposit for those costs, together with the plans and specifications showing exterior design, height, materials, color, location of the renovation, remodeling or addition to the proposed or existing Improvement (plotted horizontally and vertically), as well as such other materials and information as may be required by the Committee. The Committee shall exercise its reasonable judgment to the end that all renovations, remodels, additions and changes subject to regulation of this Community Declaration shall comply with the requirements of this Community Declaration and any Renovation and Remodeling Criteria adopted as provided for in this Community Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Decisions of the Committee shall be conclusive and binding on all interested parties, subject to the right of an Owner to appeal to the Board, as provided for in this Community Declaration. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on nearby Units, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Community Declaration. Any denial shall be in writing and shall reasonably set forth the basis for the denial.

Section 9.4 Establishment of the Committee. The Committee shall consist of five (5) members appointed, and subject to removal, by the Board.

Section 9.5 Renovation and Remodeling Criteria. The Board may adopt Renovation and Remodeling Criteria from time to time, which Renovation and Remodeling Criteria shall be deemed included in or with any Rules and Regulations adopted by the Community Association.

Section 9.6 Reply and Communication. The Committee shall reply in writing to all submittals of plans made in accordance with this Article in writing within forty-five (45) days after receipt. All communications and submittals shall be addressed to the Committee at such address as the chairman of the Committee may designate.

Section 9.7 Variances. The Committee may grant reasonable variances or adjustments from the Renovation and Remodeling Criteria or from any conditions and restrictions imposed by this Article in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the Renovation and Remodeling Criteria or such other conditions and restrictions. Such variances or adjustments shall be granted only when the granting thereof shall not

be materially detrimental or injurious to the other Units or Common Elements, nor deviate substantially from the general intent and purpose of the Renovation and Remodeling Criteria or Community Declaration.

Section 9.8 Appeal Rights of Owners. In the event that any application of an Owner is disapproved by the Committee, the applicant may have the right of appeal to the Board of the Community Association. In considering the appeal, the Board shall only overturn the Committee decision if the Board determines that the Committee abused its discretion or acted in an arbitrary or capricious manner.

Section 9.9 No Deemed Waivers. The approval or consent of the Committee, or appointed representative thereof, to any application for design approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 9.10 Liability. The Committee and the members thereof, as well as any representative of the Committee designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.

Section 9.11 Records. The Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable business hours.

Section 9.12 Enforcement of this Article. Enforcement of the terms and provisions of this Article, as amended, may only be obtained by the Community Association, by a proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Community Association shall have the right, but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Community Association shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Community Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 10 DEVELOPMENT RIGHTS

Section 10.1 Development Rights and Special Declarant Rights. The Declarant reserves, for forty (40) years after the recording of this Community Declaration, the following Development Rights and Special Declarant Rights:

- (a) The right to subject all or any portion of the Project Area to all or any portion of this Community Declaration;
- (b) The right to add Units and designate uses, designate Delegate Districts or re-designate Delegate Districts;

(c) The right to subject portions of the Real Property owned by the Declarant to additional or different covenants, conditions, terms and restrictions, as Declarant may determine;

(d) The right to relocate boundaries between adjoining Units owned by Declarant, enlarge Units owned by Declarant, enlarge or reduce the Common Elements, enlarge or reduce or diminish the size of Units owned by Declarant, reduce or diminish the size of areas of the Common Elements, subdivide Units or complete or make improvements on Units owned by Declarant, as the same may be indicated on maps or plats filed of record or filed with the Community Declaration;

(e) The right, but not the obligation, to construct additional Improvements on Common Elements, at any time from time to time in accordance with this Community Declaration for the improvement and enhancement of the Common Elements and for the benefit of the Community Association and the Owners;

(f) The right to designate portions of the Real Property (owned by the Declarant, or with the consent of the Owner), as being subject to the Affordable Housing Plan and further to record Affordable Housing Restrictions against such property;

(g) The right to designate, create or construct additional Units, Common Elements and Limited Common Elements, and to convert Units into Common Elements;

(h) The right to merge or consolidate the Community Association with any owner association within the Community, with SDC Design, Inc. (for the purposes of carrying on the functions of SDC Design, Inc.), and/or with the Community Investment Fund (for purposes of carrying on the functions allowed that entity under this Community Declaration);

(i) The right to amend the use restrictions included in this Community Declaration, together with the right to add new use restrictions;

(j) The right to exercise any development rights reserved or allowed in the Act;

(k) The right to appoint or remove any officer of the Community Association or any Director during the Declarant control period (as allowed by the Act);

(l) The right to withdraw Units owned by Declarant, or by a Builder (at the request of Declarant from such Builder), from the Community and the terms of this Community Declaration, except for Units within or a part of a building, once a Unit in that building has been conveyed, and as allowed and within applicable parameters of the Act. Such withdrawal may be accomplished by the execution, acknowledgment and recordation of a notice of withdrawal. The notice of withdrawal (i) shall be executed and acknowledged by the Owner or Owners of the property to be withdrawn; (ii) shall, if not then owned by Declarant, contain the executed and acknowledged written consent of Declarant for so long as Declarant owns any property in the Project Area and has the power to annex additional

property to the Community; (iii) shall contain an adequate legal description of the property to be withdrawn; (iv) shall contain a reference to the Supplemental Declaration for the portion of the Real Property to be withdrawn, which reference shall state the date thereof and the date of recordation thereof; and (v) shall contain a statement and declaration that the property sought to be withdrawn is withdrawn from the Community and from the effect of this Community Declaration;

(m) The right to amend the Community Declaration, maps or plats in connection with the exercise of any development right;

(n) The right to make amendments to the Community Declaration, Bylaws or Articles of Incorporation to meet or comply with any requirement of FHA or VA;

(o) The right, for itself and for the Builders, to maintain signs, sales offices, mobile offices, temporary buildings, parking lots, management offices and models in Units of the Declarant or of a Builder or on the Common Elements;

(p) The right, for itself and for the Builders, to maintain signs and advertising on the Community to advertise the Community or other communities developed or managed by, or affiliated with the Declarant;

(q) The right to establish, from time to time, by dedication or otherwise, public streets and utility and other easements for purposes including but not limited to public access, access, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions;

(r) Declarant expressly reserves the right to itself, and to Builder's, to perform warranty work, repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Owner or holder of a security interest. Declarant expressly reserves such easement through the Real Property as may be reasonably necessary for exercising reserved rights in this Community Declaration;

(s) The right to exercise any additional reserved right created by any other provision of this Community Declaration;

(t) Any rights created or reserved under this Article or the Act for the benefit of Declarant, for the express benefit of a Builder, may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of the appropriate county. Such instrument shall be executed by the transferor and the transferee. Except as otherwise provided by the Act, the rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Community Association, any Owners or any holders of a security interest;

(u) The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Units initially submitted;

(v) Recording of amendments to the Community Declaration and the map or plat pursuant to reserved rights in this Community Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically: (i) vest in each existing Owner the reallocated Allocated Interests appurtenant to their Unit; and (ii) vest in each existing security interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Unit. Further, upon the recording of an amendment to the Community Declaration, the definitions used in this Community Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Community Declaration plat or map. Reference to the Community Declaration plat or map in any instrument shall be deemed to include all Amendments to the Community Declaration, plat and map without specific reference thereto;

(w) The rights reserved to Declarant, for itself, and for Builders, their successors and assigns, shall expire as set forth above, unless (i) reinstated or extended by the Community Association, subject to whatever terms, conditions, and limitations the Board may impose on the subsequent exercise of the expansion rights by Declarant, (ii) extended as allowed by law, or (iii) terminated by written instrument executed by the Declarant, recorded in the real property records of the appropriate county; and

(x) Additions of Units to the Community may be made by persons other than the Declarant, or its successors and assigns or Owners, upon approval of the Community Association pursuant to a majority vote of the Board. Such approval shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Community Declaration, recorded in the real property records of the appropriate county.

Section 10.2 Development of the Community — Supplemental Declarations. Before or after portions of the Real Property are conveyed by Declarant or a Builder to Owners other than Declarant or a Builder, a Supplemental Declaration for such portions may be recorded which may supplement the covenants, conditions and restrictions contained in this Community Declaration, as provided for above. Upon recordation of a Supplemental Declaration, the property covered thereby shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Community Declaration, except to the extent specifically stated in the Supplemental Declaration.

Supplemental Declarations must meet or include the following criteria:

(a) The Supplemental Declaration must be executed and acknowledged by Declarant, by a Builder or by the owner or owners of that portion of the Real Property covered by the Supplemental Declaration;

(b) If the property described in the Supplemental Declaration is not then owned by Declarant and provided that the Period of Declarant Control has not expired, the Supplemental Declaration must contain the executed and acknowledged written consent of Declarant;

(c) The Supplemental Declaration must include a reference to this Community Declaration, which reference shall state the date of recordation and the book and page numbers or reception number for this Community Declaration;

(d) The Supplemental Declaration must contain an adequate legal description of the property subject thereto;

(e) A statement that this Community Declaration shall apply to the added land as set forth therein;

(f) Initial use designations, if any, of the Units;

(g) Designation of any Local or Limited Common Elements, with allocated use rights and Neighborhood Service Assessments, if applicable;

(h) A designation of the Delegate District in which the added land is located or re-designation of any other Delegate Districts; and

(i) If desired by the party executing the Supplemental Declaration, written approval of the VA or HUD, as determined and obtained by that party, for only the portion of the Real Property subject or to be subject to that party's Supplemental Declaration, but only to the extent VA or HUD regulations require such approval. No consent of the Community Association, the Board, other Owners or any other person shall be required.

A deed by which Declarant conveys a parcel of property to another person may constitute a Supplemental Declaration if it meets the foregoing requirements.

Supplemental Declarations may impose, on the portion of the Real Property affected thereby, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions in addition to those set forth in this Community Declaration, taking into account the unique and particular aspects of the proposed development of the property covered thereby. Except where the Act does not require the creation of a Neighborhood Association, a Supplemental Declaration shall create a Common Interest Community pursuant to the Act; and, if so, shall provide for a Neighborhood Association within the property described in the Supplemental Declaration and for the right of the Neighborhood Association to assess such Owners.

Section 10.3 Designating Property as Subject to the Affordable Housing Plan.

(a) In furtherance of the implementation of the Affordable Housing Plan, Declarant reserves the right to subject portions of the Project Area to Affordable Housing Restrictions by recording, or causing to be recorded, such restrictions against such property prior to the conveyance of the property to an Owner or Builder. No property within the Project Area shall be specifically encumbered by the Affordable Housing Plan except to the extent set forth in a recorded Affordable Housing Restriction.

(b) Declarant further reserves the right to prepare and record, or cause to be prepared and recorded, temporary and permanent Affordable Housing Restrictions against a Unit prior to the transfer of that property, or any portion thereof or any Unit thereon, to an Owner, other than a Builder.

Section 10.4 No Annexation Required; Contraction of Project Area; Withdrawal of Annexed Property. Notwithstanding any other provision of this Community Declaration to the contrary, nothing in this Community Declaration shall be construed to obligate the Project Area, or any portion thereof, to be made subject to this Community Declaration. Declarant expressly reserves the right, in its sole discretion, to determine not to make the Project Area, or any portion thereof, subject to this Community Declaration. Further, as provided in this Community Declaration, Declarant also has certain withdrawal rights.

Section 10.5 Declarant's Rights to Complete Development of Project Area. No provision of this Community Declaration shall be construed to prevent or limit Declarant's rights, and Declarant expressly reserves the right to complete the development of property within the boundaries of the Project Area and to construct or alter Improvements on any property owned by Declarant within the Project Area.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents, and each Owner shall have the right to enforce applicable covenants in this Community Declaration.

(b) The Association, acting through the Board, may enforce all applicable provisions of this Community Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

- (i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Unit.
- (ii) suspending the right to vote;

(iii) suspending any person's right to use any recreational facilities; provided, however, nothing herein shall authorize the Board to limit ingress or egress from a Unit;

(iv) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an owner, at its expense, to remove any structure or Improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Article entitled "Residential Renovation and Remodeling Design Review" and the Renovation and Remodeling Criteria from continuing or performing any further activities in the Community; and

(viii) levying specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents.

(c) In addition, the Association, acting through the Board, may take the following enforcement procedures to ensure compliance with the Governing Documents:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of any parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(d) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Community Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Community Association against the Unit and the Owner as an Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Community Association may perform such maintenance and assess the costs against all Units within such Neighborhood Association. The Community Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior

to taking such enforcement action.

(e) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

(f) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Community Association's resources; or

(iv) that it is not in the Community Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Community Association's right to enforce such provisions at a later time under other circumstances or preclude the Community Association from enforcing any other covenant, restriction or rule.

Section 11.2 Joint Right to Enforce Junior or Subordinate Covenants. The Community Association, after first giving written notice to any governing Neighborhood Association or applicable or appropriate committee, if any, shall have the right to enforce, by any proceeding at law or in equity, all subordinate or junior restrictions, conditions, covenants, reservations, rules, regulations and architectural guidelines, now or hereafter imposed by the provisions of any subordinate or junior covenants, protective covenants, declaration, rules, regulations or guidelines on all or any portion of a Unit in this Community (including covenants for the payment of Assessments established in such subordinate or junior declaration if expressly permitted or delegated), except for Affordable Housing Restrictions. Further, the Community Association shall be entitled to enjoin any violation thereof, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such condition, covenant, restriction, reservation, rule, regulation or guideline shall give to the Community Association the right to enter upon the portion of the Unit wherein said violation or breach exists and to summarily abate and remove, at the expense of the violator, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the applicable provisions of such subordinate or junior governing documents. No such entry by the Community Association or its agents shall be deemed a trespass, and the Community Association and its agents shall not be subject to liability for such

entry and any action taken to remedy or remove such a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on the violator. Further, the Community Association shall have the right, power and authority to establish and enforce penalties or monetary charges for violations of any subordinate or junior declaration, rules, regulations and architectural guidelines, and such penalties and/or monetary fines shall be a binding personal obligation of any violators. In any legal or equitable proceeding for the enforcement of such provisions, whether an action for damage, declaratory relief or injunctive relief, or any other action, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees. The prevailing party shall be entitled to said attorneys' fees even though said proceeding may be settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and are nonexclusive. Failure by the Community Association to enforce any covenant or restriction contained in any subordinate or junior governing documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.3 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of this Community Declaration.

Section 11.4 Remedies Cumulative. Each remedy provided under this Community Declaration is cumulative and nonexclusive.

Section 11.5 Severability. Each of the provisions of this Community Declaration shall be deemed independent and severable. If any provision of this Community Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Community Declaration which can be given effect without the invalid provisions or applications.

Section 11.6 Term of Community Declaration. The covenants and restrictions of this Community Declaration shall run with and bind the land in perpetuity.

Section 11.7 Amendment of Community Declaration, Map or Plat by Declarant. Until the first Unit has been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Community Declaration, the Exhibits of this Community Declaration, or the map or the plat may be amended by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment. Thereafter, if Declarant shall determine that any amendments shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or for any changes to property not yet part of the Community, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Owners. Each such amendment of this Community Declaration shall be made, if at all, by Declarant prior to the expiration of forty (40) years from the date this Community Declaration is recorded. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to

Declarant to make or consent to an amendment under this section on behalf of each Owner and holder of a security interest. Each deed, security interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 11.8 Amendment of Community Declaration by Owners. Except as otherwise expressly provided in this Community Declaration, and subject to provisions elsewhere contained in this Community Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration may be amended, repealed, added to, and/or changed by the addition of new or different covenants, conditions or restrictions at any time and from time to time upon approval of:

- (a) at least fifty-one percent (51%) of the votes directly from the Residential Units; and
- (b) at least fifty-one percent (51%) of the votes directly from the Commercial Units; and
- (c) at least fifty-one percent (51%) of the votes directly from any other class of Unit, as such classes may subsequently be established by Declarant, and
- (d) with the written consent of the Community Association.

The Delegates shall not be empowered to vote on any such amendment, as the right to amend is exclusively reserved to the Owners, as above provided. An amendment or repeal shall be effective upon the recordation in the real property records of all counties of which the Community is a part, which may include the City and the County of Adams, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Community Association.

Section 11.9 Amendment Required by Mortgage Agencies. Prior to forty (40) years after recording of this Community Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration which FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed shall be amended or repealed by Declarant or the Community Association. Any such amendment or repeal shall be effective upon the recordation in the real property records of all counties of which the Community is a part, which may include the City and the County of Adams, of a certificate, setting forth the amendment or repeal in full.

Section 11.10 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Community Declaration to the contrary, any proposed amendment or repeal of any provision of this Community Declaration reserving development rights or for the benefit of the Declarant, or the assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing

requirement for consent to any amendment or repeal shall terminate upon the expiration of the Period of Declarant Control.

Section 11.11 Validity of Amendments. As provided by the Act, any action to challenge the validity of an amendment of this Community Declaration must be brought within one year after the amendment is recorded in the real property records of all counties of which the Community is a part, which may include the County of Adams.

Section 11.12 Interpretation. The provisions of this Community Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Community Declaration. This Community Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.13 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 11.14 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.


Section 11.15 Captions. All captions and titles used in this Community Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.16 Liberal Interpretation. The provisions of this Community Declaration shall be liberally construed as a whole to effectuate the purposes of this Community Declaration.

Section 11.17 Governing Law. This Community Declaration shall be construed and governed under the laws of the State of Colorado.

IN WITNESS WHEREOF, the Declarant has caused this Community Declaration to be executed by its duly authorized agent this 9th day of May, 2002

FOREST CITY STAPLETON, INC.,
a Colorado corporation

By: 
Authorized Agent **John S. Leahigh**
Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Community Declaration was acknowledged before me this 9th day of May, 2002, by John S. Lehigh, as Authorized Agent of Forest City Stapleton, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 10/9/2005.

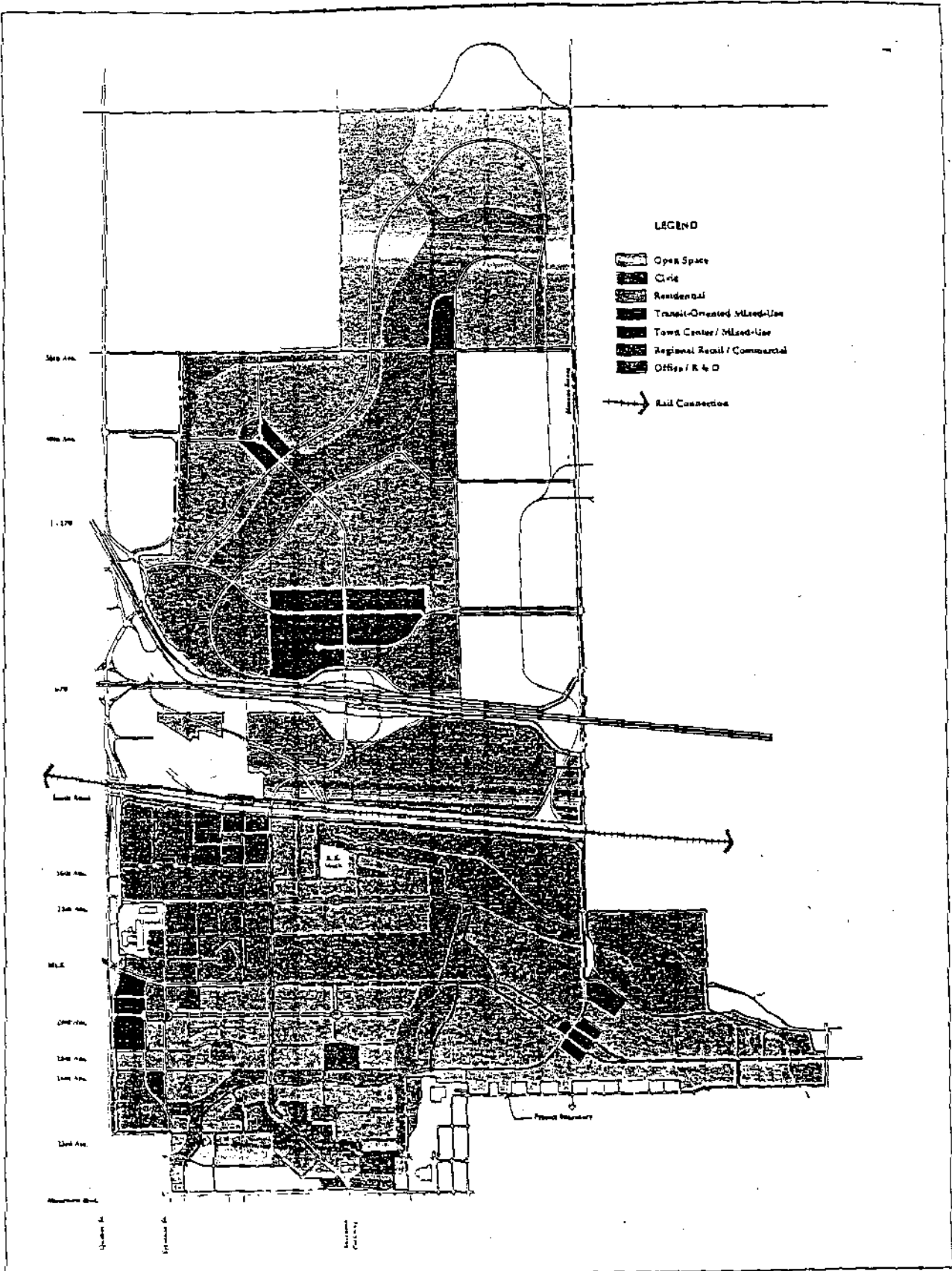


Martha A. Gutierrez
Notary Public

EXHIBIT A

**PROPERTY WHICH ONCE OWNED BY DECLARANT MAY BE ADDED TO THE
COMMUNITY DECLARATION**

[See the attached]



PRELIMINARY CONCEPT PLAN
Overall Land Use

STAPLETON REDEVELOPMENT PLAN
 Denver, Colorado

MARCH 28, 2001

1" = 100' 1:25,000



EXHIBIT B

INITIAL REAL PROPERTY

1. Legal description: See the attached.
2. Delegate District Designation: Delegate District 1.
3. The above Real Property is also subject to the following documents of record:
 - a. Deed recorded May 7, 2001 under Reception No. 2001070230;
 - b. Deed recorded May 7, 2001 under Reception No. 2001070231;
 - c. Deed recorded May 7, 2001 under Reception No. 2001070232;
 - d. Deed recorded May 7, 2001 under Reception No. 2001070232;
 - e. Deed recorded May 7, 2001 under Reception No. 2001070234;
 - f. Deed recorded May 7, 2001 under Reception No. 2001070236;
 - g. Deed recorded May 7, 2001 under Reception No. 2001070235 and under Reception No. 2001070243;
 - h. Agreement recorded May 7, 2001 at Reception No. 2001070248;
Assignment and Assumption recorded May 7, 2001 under Reception No. 2001070251;
 - i. Ordinance No. 15, Series 1999, recorded January 8, 1999 under Reception No. 9900004128 as amended by Ordinance 928, Series 1999, recorded December 17, 1999 under Reception No. 9900212774;
Ordinance No. 930 recorded December 17, 1999 under Reception No. 9900212776;
 - j. Waivers of Certain Rights recorded December 28, 1999 under Reception No. 9900217172;
 - k. Ordinance No. 12, Series 1999, recorded January 8, 1999 under Reception No. 9900004126;
 - l. Ordinance No. 16, Series 1999, recorded January 8, 1999 under Reception No. 9900004129;
 - m. Plat of Stapleton Filing No. 2 recorded March 26, 2001 under Reception No. 2001043011;
 - n. Other documents and written instruments of record.

EXHIBIT A

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTH ONE-HALF OF SECTION 28 AND THE NORTH ONE-HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE N89°33'31"E, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 155.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET, AS ESTABLISHED BY ORDINANCE NO. 301, SERIES OF 2000 RECORDED AT RECEPTION NUMBER 2000056171 ON APRIL 21, 2000 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, BEING THE POINT OF BEGINNING;

NOTE: FOR PURPOSES OF THIS LEGAL DESCRIPTION, ALL TRACTS AND PROPOSED STREETS MENTIONED ARE PER THE PLAT OF STAPLETON FILING NO. 2 AS RECORDED IN BOOK 33 AT PAGES 47-57 AT RECEPTION NO. 2001043011 ON MARCH 26, 2001, CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE.

1. THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET THE FOLLOWING TWO (2) COURSES:

1a. THENCE N00°37'30"W, A DISTANCE OF 1707.04 FEET;

1b. THENCE N20°41'44"E, A DISTANCE OF 3.54 FEET TO A POINT ON THE NORTH LINE OF TRACT AM, BEING ALSO KNOWN AS PROPOSED 29TH DRIVE;

2. THENCE S90°00'00"E, ALONG SAID NORTH LINE, A DISTANCE OF 1062.46 FEET TO THE WEST LINE OF TRACT AT, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

3. THENCE N00°00'00"E, ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 281.20 FEET TO A POINT ON THE NORTH LINE OF TRACT AP, BEING ALSO KNOWN AS MARTIN LUTHER KING SOUTH BOULEVARD;

4. THENCE S86°29'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 71.13 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT AS, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

5. THENCE N00°00'00"E, ALONG THE SAID EAST LINE, A DISTANCE OF 25.00 FEET;

6. THENCE S90°00'00"E, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT AP, A DISTANCE OF 746.94 FEET TO A POINT 25.00 FEET EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF TRACT BD, BEING ALSO KNOWN AS PROPOSED TAMARAC STREET;

7. THENCE S00°00'00"W, ALONG A LINE 25.00 FEET EASTERLY OF AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 702.97 FEET TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF TRACT AH, BEING ALSO KNOWN AS PROPOSED 29TH AVENUE;

8. THENCE S90°00'00"E, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 2530.07 FEET TO A POINT 25.00 FEET EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT AH;

9. THENCE $00^{\circ}00'00''$ W, ALONG A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE EAST LINES OF SAID TRACT AH AND TRACTS CD, BK, AND CE, BEING ALSO KNOWN AS PROPOSED KANTHA STREET, A DISTANCE OF 1329.01 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT CE;
10. THENCE $N90^{\circ}00'00''$ W, ALONG THE SOUTH LINES OF SAID TRACT CE, TRACT BZ AND ITS WESTERLY EXTENSION AND TRACT BS, BEING ALSO KNOWN AS PROPOSED 26TH AVENUE, A DISTANCE OF 1287.07 FEET TO A POINT OF CURVE ON THE SOUTH LINE OF SAID TRACT BS;
11. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1083.00 FEET, A CENTRAL ANGLE OF $16^{\circ}11'18''$, AN ARC LENGTH OF 305.99 FEET, A CHORD BEARING $S81^{\circ}54'21''$ W AND A CHORD DISTANCE OF 304.97 FEET TO A POINT ON THE WEST LINE OF TRACT BR, BEING ALSO KNOWN AS PROPOSED UINTA STREET;
12. THENCE $N00^{\circ}00'00''$ E, ALONG SAID WEST LINE, A DISTANCE OF 621.51 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTH LINE OF TRACT AF, BEING ALSO KNOWN AS PROPOSED 28th AVENUE;
13. THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:
- 13a. THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF $2^{\circ}01'18''$, AN ARC LENGTH OF 45.16 FEET, A CHORD BEARING $N73^{\circ}39'18''$ W AND A CHORD DISTANCE OF 45.16 FEET TO A POINT OF REVERSE CURVE;
- 13b. THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1336.45 FEET, A CENTRAL ANGLE OF $26^{\circ}14'40''$, AN ARC LENGTH OF 612.16 FEET, A CHORD BEARING $N85^{\circ}45'59''$ W AND A CHORD DISTANCE OF 606.82 FEET TO A POINT ON THE EAST LINE OF TRACT BQ, BEING ALSO KNOWN AS PROPOSED TAMARAC STREET;
14. THENCE $00^{\circ}00'00''$ W, ALONG SAID EAST LINE, A DISTANCE OF 583.08 FEET TO A POINT ON THE NORTH LINE OF TRACT AD, BEING ALSO KNOWN AS PROPOSED 26th AVENUE;
15. THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:
- 15a. THENCE $S90^{\circ}00'00''$ E, A DISTANCE OF 144.04 FEET TO A POINT OF CURVE;
- 15b. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF $56^{\circ}42'40''$, AN ARC LENGTH OF 158.37 FEET, A CHORD BEARING $S61^{\circ}38'40''$ E AND A CHORD DISTANCE OF 151.98 FEET;
- 15c. THENCE $S33^{\circ}17'20''$ E, A DISTANCE OF 175.66 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTH LINE OF SAID TRACT AD;
16. THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TRACT AX, BEING ALSO KNOWN AS PROPOSED 24TH AVENUE THE FOLLOWING THREE (3) COURSES:
- 16a. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1083.00 FEET, A CENTRAL ANGLE OF $17^{\circ}23'12''$, AN ARC LENGTH OF 328.64 FEET, A CHORD BEARING $S49^{\circ}09'41''$ W AND A CHORD DISTANCE OF 327.38 FEET TO A POINT OF REVERSE CURVE;

16b. THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 967.00 FEET, A CENTRAL ANGLE OF 49°31'53", AN ARC LENGTH OF 835.97 FEET, A CHORD BEARING S65°14'03"W AND A CHORD DISTANCE OF 810.18 FEET;

16c. THENCE N90°00'00"W, A DISTANCE OF 410.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SYRACUSE STREET AS PLATTED IN MILWAUKEE HEIGHTS, RECORDED IN BOOK 13 AT PAGE 20 ON DECEMBER 1, 1894 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE;

17. THENCE N00°09'09"W, ALONG SAID RIGHT OF WAY LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 712.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT AD;

18. THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT AD THE FOLLOWING FOUR (4) COURSES:

18a. THENCE N90°00'00"W, A DISTANCE OF 18.15 FEET TO THE NORTHEAST CORNER OF TRACT AB, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

18b. THENCE S87°34'50"W, ALONG THE NORTH LINE OF SAID TRACT AB, A DISTANCE OF 71.06 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

18c. THENCE N90°00'00"W, A DISTANCE OF 1044.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET;

18d. THENCE N00°11'50"W, ALONG SAID RIGHT OF WAY LINE OF QUEBEC STREET, A DISTANCE OF 29.86 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING TRACTS, AS SHOWN IN NOTES 11, 12 AND 16 ON SAID PLAT OF STAPLETON FILING NO. 2:

TRACTS B, E, G, H, J, K, L, M, N, P, Q, R, S, T, X, BB, CC, DD, EE, FF, GG, HH, MM, WW, AND YY, AND TRACTS AD, AE, AF, AG, AH, AJ, AK, AL, AM, AT, AU, AV, AW, AX, AZ, BA, BC, BD, BE, BF, BG, BH, BJ, BK, BL, BM, BN, BP, BQ, BR, BS, BT, BU, BV, BW (FUTURE 28th DRIVE), BW (FUTURE WABASH ST.), BX, BY, BZ, CA, CB, CD AND CE, AND TRACTS NN, PP, QQ, RR, SS, AND UU, AND A PART OF TRACTS AP, AX AND AY LYING WITHIN THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 4,318,270 SQUARE FEET OR 99.1338 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THE ABOVE LEGAL DESCRIPTION IS THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, T.3S., R.67W., 6th P.M. BEING MONUMENTED ON THE SOUTH END BY A 1.5" STEEL PIN WITH DOMED TOP AND CENTER PUNCH, WITH ATTACHED 2" ALLOY CAP STAMPED "KELLY SURVEYING, LS 25951", IN MONUMENT BOX AND ON THE NORTH END BY AN ORIGINAL STONE IN MONUMENT BOX, WHICH BEARS N0°34'45"W, A DISTANCE OF 2659.64 FEET.

PREPARED FOR AND ON BEHALF OF
KELLY SURVEYING ASSOCIATES, INC.
7330 S. ALTON WAY, BUILDING 12, SUITE 200
ENGLEWOOD, COLORADO 80112
(303) 792-5257



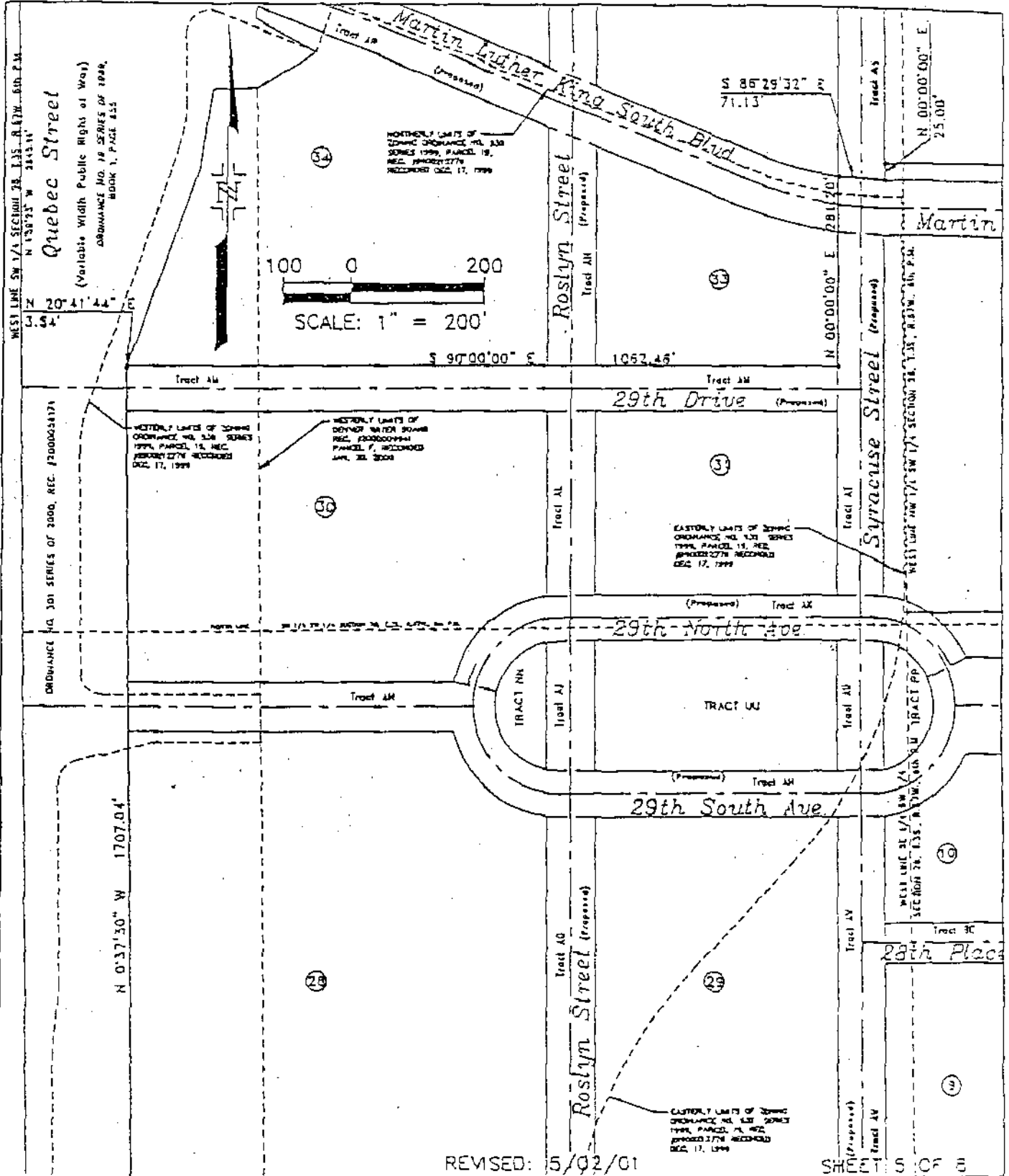


EXHIBIT 'A'		KELLY SURVEYING ASSOCIATES, INC.	
DATE: 4/23/01	DRAWING NAME:	7330 S. ALTON WAY, BUILDING 12, SLATE H ENGLEWOOD, COLORADO 80112	

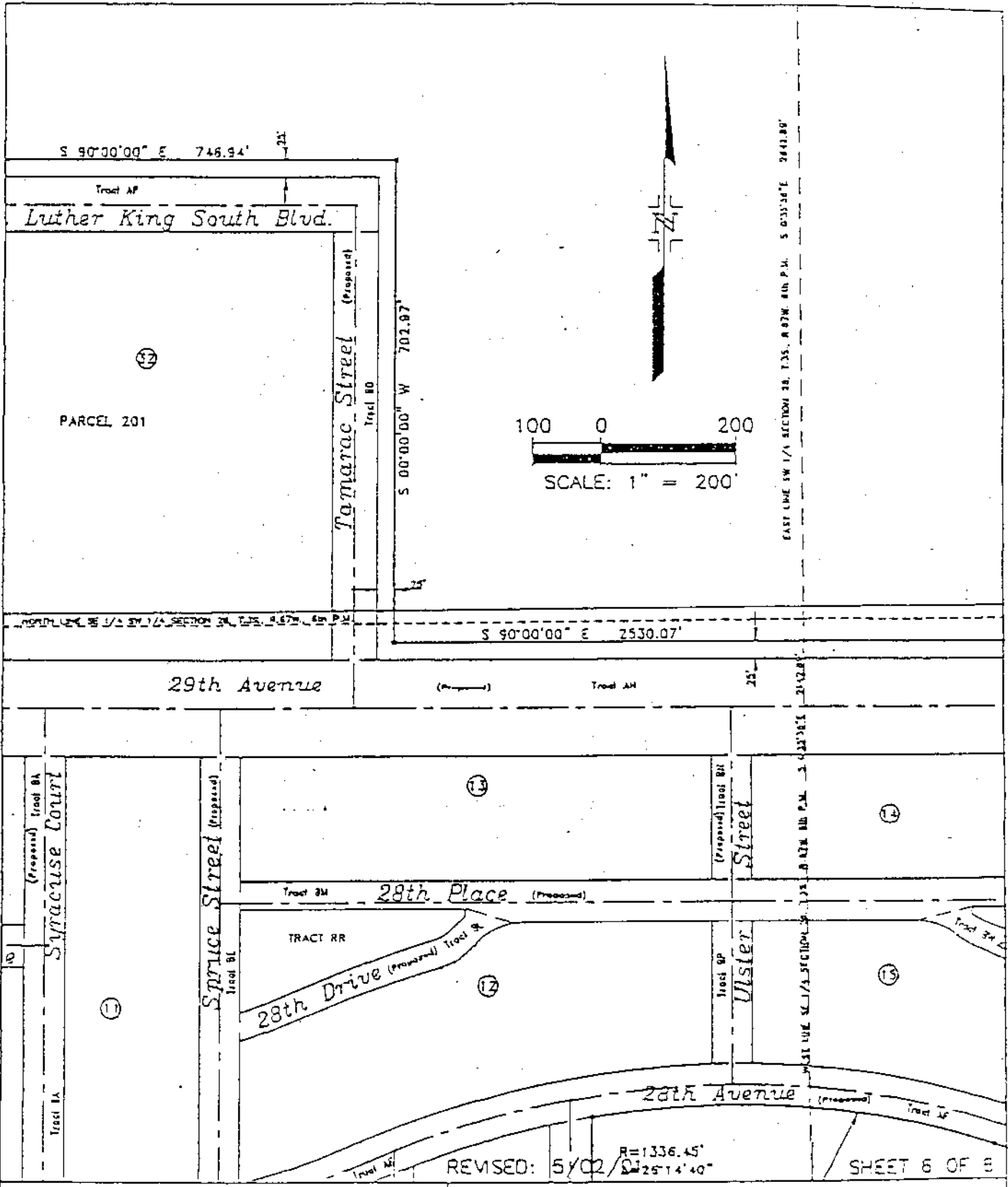


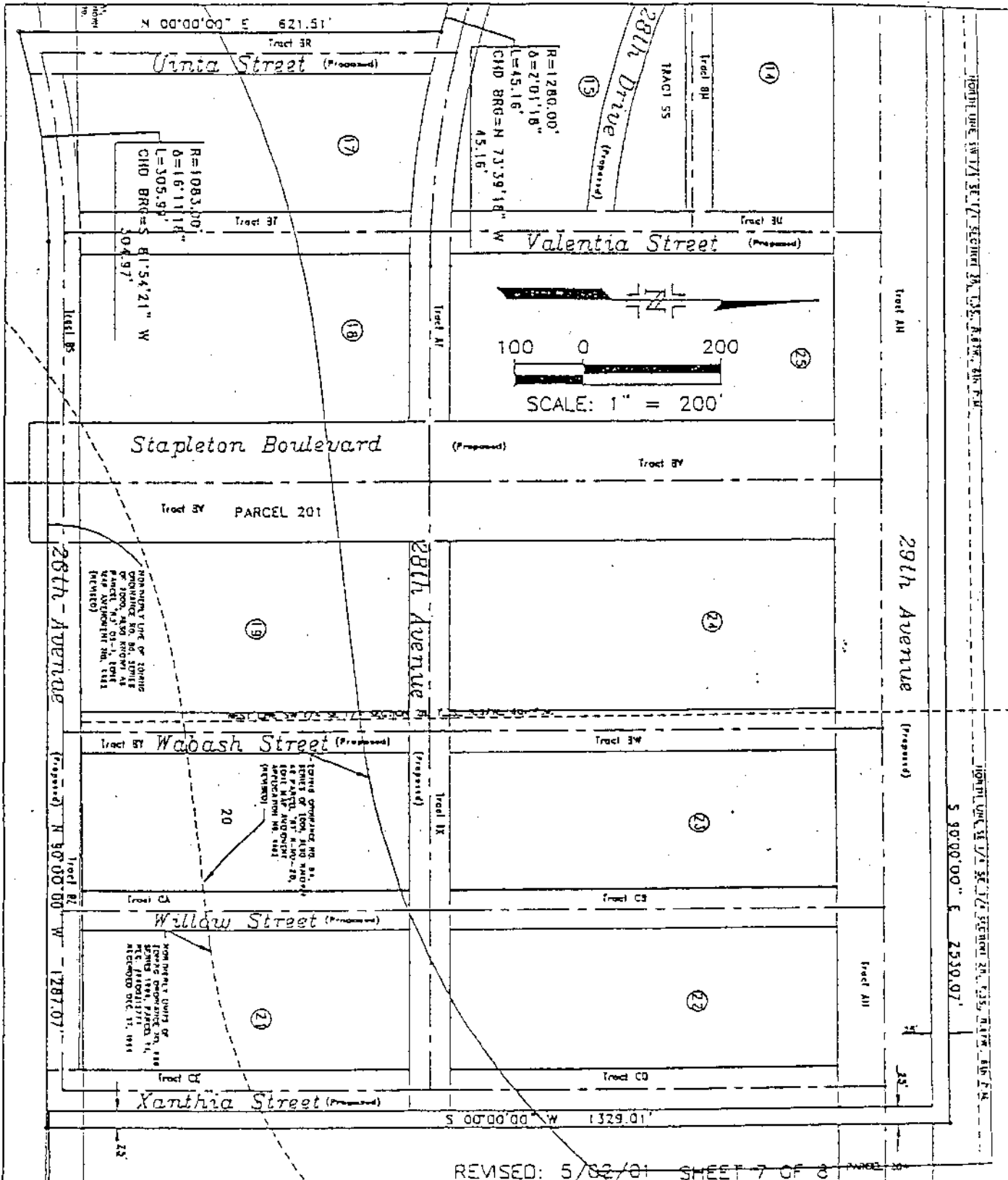
EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

DATE: 4/25/01

DRAWING NAME:

7320 S. ALTON WAY, BUILDING 12, SUITE H
 DENVER, COLORADO 80212



REVISED: 5/02/01 SHEET 7 OF 8

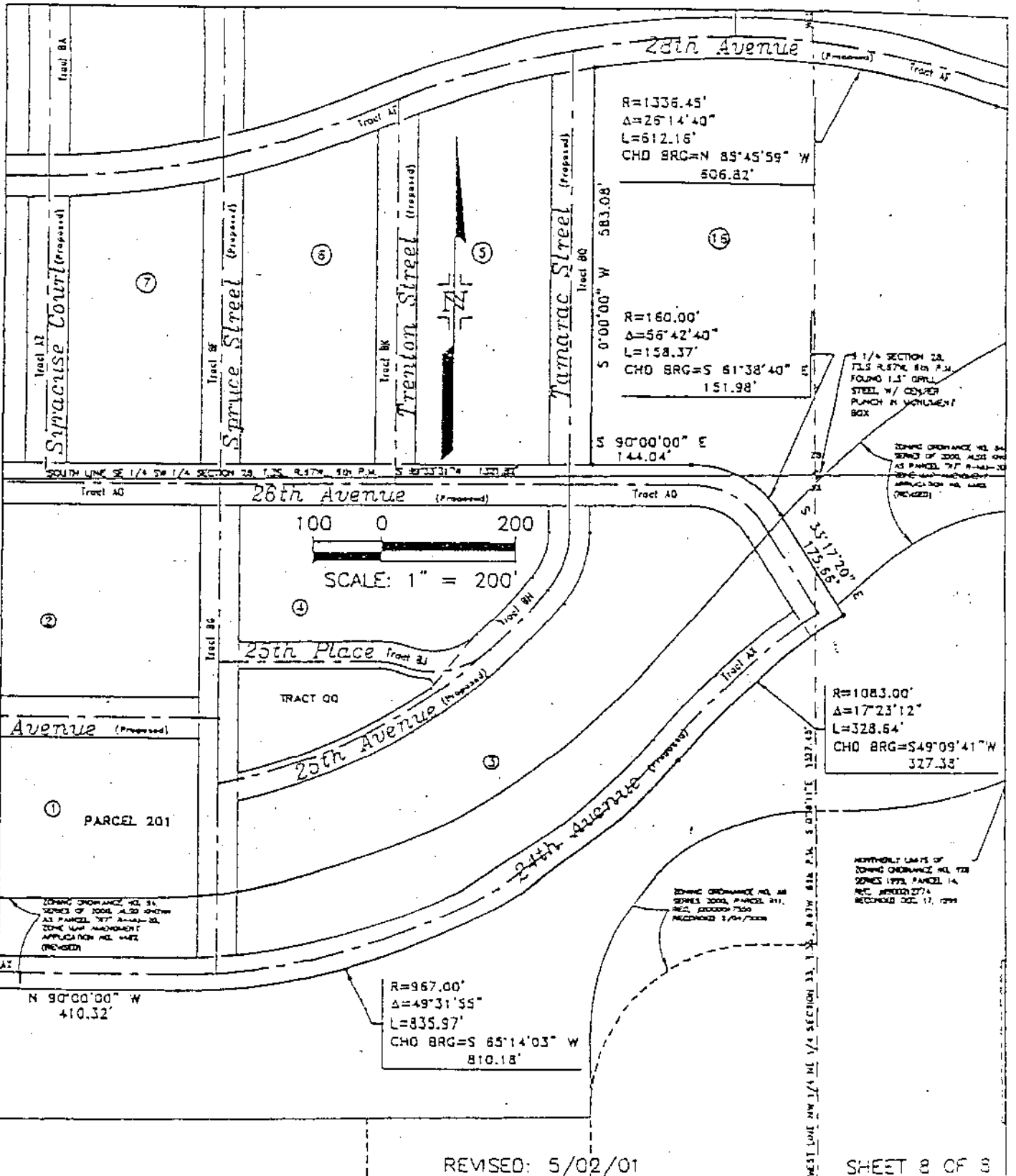
EXHIBIT 'A'

**KELLY SURVEYING
ASSOCIATES, INC.**

DATE: 4/25/01

DRAWING NAME:

7320 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112



REVISED: 5/02/01

SHEET 8 OF 8

EXHIBIT 'A'

**KELLY SURVEYING
ASSOCIATES, INC.**

DATE: 4/25/01
JOB NO.: 16730

DRAWING NAME:
167-201-055

7330 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112

EXHIBIT A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE N89°33'31"E, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 155.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET, AS ESTABLISHED BY ORDINANCE NO. 301, SERIES OF 2000 RECORDED AT RECEPTION NUMBER 2000056171 ON APRIL 21, 2000 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE; THENCE S00°11'50"E, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 29.96 FEET TO THE MOST WEST SOUTHWESTERLY CORNER OF THE PLAT OF STAPLETON FILING NO. 2; THENCE S90°00'00"E, ALONG THE SOUTH LINE OF TRACT AD, BEING ALSO KNOWN AS PROPOSED 26th AVENUE AS SHOWN ON SAID PLAT, A DISTANCE OF 610.34 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF TRACT AC, BEING ALSO KNOWN AS PROPOSED ROSLYN STREET;

NOTE: FOR PURPOSES OF THIS LEGAL DESCRIPTION, ALL TRACTS AND PROPOSED STREETS MENTIONED ARE PER THE PLAT OF STAPLETON FILING NO. 2 AS RECORDED IN BOOK 33 AT PAGES 47-57 AT RECEPTION NO. 2001043011 ON MARCH 26, 2001, CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE.

1. THENCE CONTINUE ALONG SAID TRACT AC THE FOLLOWING FIVE (5) COURSES:

- 1a. THENCE S90°00'00"E, BEING ALSO THE SOUTH LINE OF SAID TRACT AD, A DISTANCE OF 72.00 FEET;
- 1b. THENCE S00°00'00"W, A DISTANCE OF 127.26 FEET TO A POINT OF CURVE;
- 1c. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 568.50 FEET, A CENTRAL ANGLE OF 50°50'57", AN ARC LENGTH OF 504.54 FEET, A CHORD BEARING S25°25'29"E AND A CHORD DISTANCE OF 488.14 FEET;
- 1d. THENCE S50°50'57"E, A DISTANCE OF 37.51 FEET TO A POINT OF CURVE;
- 1e. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 129°09'03", AN ARC LENGTH OF 171.31 FEET, A CHORD BEARING N64°34'32"E AND A CHORD DISTANCE OF 137.28 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT AB, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

2. THENCE ALONG SAID TRACT AB THE FOLLOWING TWO (2) COURSES:

- 2a. THENCE N00°00'00"E, ALONG THE WEST LINE OF SAID TRACT AB, A DISTANCE OF 532.87 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT AD;
- 2b. THENCE N87°34'50"E, ALONG SAID SOUTH LINE OF TRACT AD, A DISTANCE OF 71.06 FEET TO THE NORTHEAST CORNER OF SAID TRACT AB;

JN 1623G
DATE: APRIL 25, 2001
REVISED: MAY 02, 2001
PARCEL 210
SHEET 2 OF 4

3. THENCE S90°00'00"E, ALONG THE SOUTH LINE OF SAID TRACT AD, A DISTANCE OF 18.15 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF SYRACUSE STREET AS ORIGINALLY PLATTED IN MILWAUKEE HEIGHTS, RECORDED IN BOOK 13 AT PAGE 20 ON DECEMBER 1, 1894 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE;
4. THENCE S00°09'09"E, ALONG SAID RIGHT OF WAY LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 712.50 FEET TO A POINT ON THE SOUTH LINE OF TRACT AX, BEING ALSO KNOWN AS PROPOSED 24th AVENUE;
5. THENCE N90°00'00"W, ALONG SAID SOUTH LINE, A DISTANCE OF 12.52 FEET TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY LINE OF SAID TRACT AB;
6. THENCE ALONG SAID TRACT AB THE FOLLOWING FIVE (5) COURSES:
 - 6a. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 561.00 FEET, A CENTRAL ANGLE OF 14°45'45", AN ARC LENGTH OF 144.54 FEET, A CHORD BEARING S16°11'49"E AND A CHORD DISTANCE OF 144.14 FEET TO A POINT OF REVERSE CURVE;
 - 6b. THENCE ALONG SAID REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 23°20'00", AN ARC LENGTH OF 268.78 FEET, A CHORD BEARING S11°54'41"E AND A CHORD DISTANCE OF 266.93 FEET;
 - 6c. THENCE S00°14'41"E A DISTANCE OF 174.47 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 23rd AVENUE AS ORIGINALLY PLATTED IN SAID MILWAUKEE HEIGHTS;
 - 6d. THENCE S89°32'46"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ITS EASTERLY EXTENSION A DISTANCE OF 100.00 FEET;
 - 6e. THENCE N00°14'41"W A DISTANCE OF 174.85 FEET TO A POINT OF CURVE ON THE TRANSITION BETWEEN SAID TRACT AB AND TRACT AC;
7. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 50°36'16", AN ARC LENGTH OF 494.60 FEET, A CHORD BEARING N25°32'49"W AND A CHORD DISTANCE OF 478.68 FEET;
8. THENCE ALONG THE WESTERLY LINE OF SAID TRACT AC THE FOLLOWING THREE (3) COURSES:
 - 8a. THENCE N50°50'57"W, A DISTANCE OF 85.01 FEET TO A POINT OF CURVE;
 - 8b. THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 640.50 FEET, A CENTRAL ANGLE OF 50°50'58", AN ARC LENGTH OF 568.44 FEET, A CHORD BEARING N25°25'29"W AND A CHORD DISTANCE OF 549.97 FEET;

JN 1523G
DATE: APRIL 25, 2001
REVISED: MAY 02, 2001
PARCEL 210
SHEET 3 OF 4

8c. THENCE N00°00'00"E, A DISTANCE OF 127.26 FEET TO THE POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING TRACTS, AS SHOWN IN NOTE 16 ON SAID PLAT OF STAPLETON FILING NO. 2:

TRACTS AB, AC, AND A PART OF TRACTS AX AND AY LYING WITHIN THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 11,526 SQUARE FEET OR 0.2646 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THE ABOVE LEGAL DESCRIPTION IS THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 29, T.35., R.67W., 6ch P.M. BEING MONUMENTED ON THE SOUTH END BY A 1.5" STEEL PIN WITH DOMED TOP AND CENTER PUNCH, WITH ATTACHED 2" ALLOY CAP STAMPED "KELLY SURVEYING, LS 25951", IN MONUMENT BOX AND ON THE NORTH END BY AN ORIGINAL STONE IN MONUMENT BOX, WHICH BEARS N0°34'45"W, A DISTANCE OF 2659.64 FEET.

PREPARED FOR AND ON BEHALF OF
KELLY SURVEYING ASSOCIATES, INC.
7330 S. ALTON WAY, SUITE 12-H
ENGLEWOOD, COLORADO 80112
(303)792-5257

1623-210CLOSE-rev.doc



EXHIBIT C
CONSENT
AND
LARGE PLANNED COMMUNITY AFFIDAVIT

FC Stapleton II, LLC, as the owner of the property described in *Exhibit B* of this Community Declaration, through its authorized agent, being first duly sworn upon oath, states that the following are true and correct statements:

1. FC Stapleton II, LLC is the owner of the property described in *Exhibit B* of the Community Declaration, in its entirety, in fee simple.
2. FC Stapleton II, LLC is aware of provisions within the C.R.S. §38-33.3-116.3 and relevant case law governing of the Colorado Common Interest Ownership Act.
3. Forest City Stapleton, Inc. is the Declarant under this Community Declaration, creating a Large Master Planned Community, which Community Declaration is consented to by FC Stapleton II, LLC.
4. The Plat for Stapleton Filing No. 2 includes 202.128 acres.
5. The property described in *Exhibit A* to the Community Declaration consists of approximately 2,935 net developable acres and is approved for the development of at least five hundred (500) Residential Units (excluding any interval estates, time-share estates, or time-span estates but including any interval units created pursuant to C.R.S. §38-33.3-110 and §38-33.3-111) and is approved for the development of at least twenty thousand (20,000) square feet of commercial use space.
6. The zoning classification(s) of the property described in *Exhibit B* is R-MU-20, for which certified copies of applicable and other zoning related to portions of the Project Area are attached to this affidavit as *Exhibit C-1*.
7. Neither the undersigned nor any officer, director, shareholder, partner or other entity having more than a ten percent (10%) equity interest in FC Stapleton II, LLC have been convicted of a felony within the last ten (10) years.
8. The undersigned has personal knowledge of the facts set forth herein which are true and correct to the best of his/her knowledge and belief.

EXHIBIT C-1

[Attach certified copy of applicable zoning]

BY AUTHORITY

ORDINANCE NO. 12
SERIES OF 1999

COUNCIL BILL NO. 895
SERIES OF 1998
COMMITTEE OF REFERENCE:

9900004128 1999/01/08 11:03:25 1/ 3 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 SMD

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 11 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 and STZ with waivers and conditions districts;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-3 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

- (a) waive the right to use or occupy the land hereinafter described or to use, occupy, construct, erect, alter or maintain thereon any structures on the land hereinafter described without complying with the provisions of Section 59-430.11, Development Plan Review, of the Revised Municipal Code of the City and County of Denver.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from O-1 and STZ with waivers and conditions to R-3 with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

SEP 2 9 2001

Date

BY _____

CITY AND COUNTY OF COLORADO does hereby document & be a full correct copy of this document received

PARCEL "II"

A parcel of land situated in the West Half of Section 27, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 27, said point also being a point in the centerline of Yosemite Street, said point also being the *POINT OF BEGINNING*; thence along said centerline, being coincident with the Westerly line of the Northwest Quarter of said Section 27 N 00°28'31" W a distance of 850.63 feet to a point of tangent curve; thence continuing along said centerline and departing said Westerly line along the arc of a curve to the right having a delta angle of 21°18'14", a radius of 700.00 feet, a long chord which bears N 10°10'36" E, 258.78 feet, the arc having a length of 260.28 feet to a point of tangency; thence continuing along said centerline N 20°49'43" E a distance of 233.95 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 18°05'12", a radius 700.00 feet, a long chord which bears N 11°47'07" E, 220.05 feet, the arc having a length of 220.97 feet to a point of tangency; thence continuing along said centerline N 02°44'31" E a distance of 521.98 feet; thence departing said centerline S 54°58'31" E a distance of 183.48 feet to a point on the centerline of Bluff Drive; thence along said centerline N 89°31'32" E a distance of 201.83 feet; thence departing said centerline S 00°28'31" E a distance of 1952.57 feet to a point on the Southerly line of the Northwest Quarter of said Section 27; thence departing said line S 00°21'25" E a distance of 802.30 feet to a point on the centerline of Gary Drive, said point also being a point of tangent curve; thence along said centerline and the arc of a curve to the right having a delta angle of 89°54'56", a radius of 500.00 feet, a long chord which bears S 44°36'03" W, 706.59 feet, the arc having a length of 784.66 feet to a point of tangency; thence continuing along said centerline S 89°33'31" W a distance of 60.79 feet to a point on the centerline of Yosemite Street, said centerline being coincident with the Westerly line of the Southwest Quarter of said Section 27; thence along said centerline N 00°21'25" W a distance of 1301.24 feet to the *POINT OF BEGINNING*.

Said parcel contains 1639397 square feet or 37.635 acres more or less.

BASIS OF BEARING

The Westerly line of the Southwest Quarter of Section 27 was found to be N 00°21'25" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

2 in addition thereto those portions of all abutting public rights-of-way, but only to the
3 centerline thereof, which are immediately adjacent to the aforesaid specifically
4 described area.

5 Section 3. That the foregoing change in zoning classification is based upon the representations
6 by the owner and the applicant that they will waive those certain rights available to them, and, in
7 lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section
8 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers.
9 Said waivers shall be binding upon all successors and assigns of said owner and applicant, who
10 along with said owner and applicant shall be deemed to have waived all objections as to the
11 constitutionality of the aforesaid waivers.

12 Section 4. That this ordinance shall be recorded by the Department of Zoning Administration
13 among the records of the Clerk and Recorder of the City and County of Denver.

14 PASSED BY THE COUNCIL January 4 1998

15 Harvey Hayden - PRESIDENT

16 APPROVED: Walter S. Smith - MAYOR 1-5- 1998

17 ATTEST B. J. ... - CLERK AND RECORDER,
18 EX-OFFICIO CLERK OF THE
19 CITY AND COUNTY OF DENVER

20 PUBLISHED IN THE DENVER ROCKY MTN NEWS Dec. 11, 1998 Jan. 8, 1999

21
22 PREPARED BY: KARENA AVILES, ASSISTANT CITY ATTORNEY 11/24/98

23 REVIEWED BY: [Signature] - CITY ATTORNEY 1/12 1998

24 SPONSORED BY COUNCIL MEMBER(S) _____



BY AUTHORITY

ORDINANCE NO. 15

COUNCIL BILL NO. 898

SERIES OF 1999

SERIES OF 1998
COMMITTEE OF REFERENCE:

9900004123 1999/01/08 11:03:51 1/ 4 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 S&D

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 14 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 and STZ with waivers and conditions district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(a) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

- o gallery;
- o museum;
- o school, boarding;
- o university or college;
- o animal sales or service;
- o banking and financial services; and
- o clinic or office, dental or medical.

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.



Clerk and Recorder

Deputy Clerk

Date SEP 25 2001

1 (b) waive their right to use, occupy, construct, erect, alter or maintain more than
2 two thousand five-hundred (2,500) square feet individually and/or more than
3 five thousand (5,000) square feet in aggregate of office: non-dental or non-
4 medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver
5 Revised Municipal Code.

6 Section 2. That the zoning classification of the land area in the City and County of Denver
7 described as follows or included within the following boundaries shall be and hereby is changed
8 from C-1 and STZ with waivers and conditions to R-MU-20 zone district with certain waivers which
9 waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "14"

A parcel of land situated in part of the Northeast Quarter of Section 33, part of the Northwest
Quarter Section 34 and part of the Southeast Quarter of Section 28, Township 3 South, Range 67
West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more
particularily described as follows:

Commencing at the Northwest corner of said Section 33; thence along the Northerly line of the
Northeast Quarter of said Section 33 S 89°33' 05" W a distance of 408.92 feet to a point of
intersection of the centerlines of Southbound Yosemite Street and 26th Avenue, said point also being
the *POINT OF BEGINNING*; thence departing both aforementioned centerlines S 00°20' 29" E a
distance of 813.77 feet; thence N 89°39' 02" E a distance of 408.99 feet to a point in the centerline
of Yosemite Street; thence along said centerline S 00°20' 29" E a distance of 250.00 feet; thence
departing said centerline N 89°39' 02" E a distance of 553.19 feet to a point of tangent curve; thence
along the arc of a curve to the right having a delta angle of 90°00' 29", a radius of 450.00 feet, a long
chord which bears S 45°20' 43" E, 636.44 feet, the arc having a length of 706.92 feet to a point of
tangency; thence S 00°20' 29" E a distance of 169.93 feet to a point in the centerline of 23rd Avenue;
thence along said centerline S 89°39' 02" W a distance of 757.84 feet; thence departing said
centerline the following three (3) courses:

1. N 00°08' 10" W a distance of 71.71 feet;
2. S 89°29' 05" W a distance of 485.67 feet;
3. S 00°20' 29" E a distance of 70.64 feet to a point on the centerline of
23rd Avenue;

thence along said centerline the following two (2) courses:

1. S 89°34' 12" W a distance of 743.30 feet;
2. S 89°33' 53" W a distance of 534.00 feet;

thence departing said centerline the following ten (10) courses:

1. N 00°18' 47" W a distance of 328.72 feet;
2. N 89°33' 05" E a distance of 691.35 feet;
3. N 00°20' 29" W a distance of 520.25 feet;
4. S 89°47' 24" W a distance of 1023.31 feet;
5. N 00°11' 23" W a distance of 117.14 feet;
6. S 89°25' 21" W a distance of 471.74 feet;
7. S 34°04' 08" W a distance of 25.53 feet;

8. S 00° 18' 54" W a distance of 237.60 feet;
9. N 89° 34' 51" E a distance of 44.17 feet;
10. N 00° 18' 47" W a distance of 389.02 feet to a point on the centerline of 23rd Avenue, said point also being a point of non-tangent curve;

thence along said centerline and the arc of a curve to the left having a delta angle of 13° 21' 27", a

radius of 600.00 feet, a long chord which bears N 81° 45' 19" W, 139.59 feet, the arc having a length of 139.91 feet to a point of tangency; thence continuing along said centerline S 89° 33' 54" W a distance of 519.37 feet; thence departing said centerline N 00° 19' 22" W a distance of 405.37 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 89° 52' 27", a radius of 230.00 feet, a long chord which bears N 44° 36' 52" E, 324.91 feet, the arc having a length of 360.78 feet to a point of tangency; thence N 89° 33' 05" E a distance of 102.58 feet to a point on the centerline of Ulster Street; thence along said centerline N 00° 13' 47" W a distance of 200.00 feet to a point on the centerline of Williams Way; thence along said centerline N 89° 33' 05" E a distance of 53.48 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 44° 51' 30", a radius of 700.00 feet, a long chord which bears N 67° 07' 20" E, 534.16 feet, the arc having a length of 548.05 feet to a point of tangency; thence continuing along said centerline N 44° 41' 35" E a distance of 181.44 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the right having a delta angle of 33° 32' 48", a radius of 1100.00 feet, a long chord which bears N 63° 57' 59" E, 726.16 feet, the arc having a length of 740.04 feet to a point of tangency; thence continuing along said centerline N 83° 14' 23" E a distance of 304.34 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 59° 46' 46", a radius of 700.00 feet, a long chord which bears N 53° 21' 00" E, 697.66 feet, the arc having a length of 730.34 feet to a point of tangency; thence continuing along said centerline N 21° 51' 03" E a distance of 77.61 feet to a point on the centerline of Southbound Yosemite Street; thence along said centerline S 00° 21' 25" E a distance of 670.18 feet to the *POINT OF BEGINNING*.

Said parcel contains 3,642,905 square feet or 83.630 acres more or less.

BASIS OF BEARING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 20' 29" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

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in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL January 4 1998

Harry Hayes - PRESIDENT

APPROVED: Walter E. Smith - MAYOR 15 1998

ATTEST Ernestine Bode - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Dec. 11, 1998 Jan. 8, 1998

PREPARED BY: Karen Aviles, ASSISTANT CITY ATTORNEY 11/24/98

REVIEWED BY: Alan J. Fox - CITY ATTORNEY 1/22 1998

SPONSORED BY COUNCIL MEMBER(S) _____



BY AUTHORITY

ORDINANCE NO. 16
SERIES OF 1999

COUNCIL BILL NO. 899
SERIES OF 1998
COMMITTEE OF REFERENCE:

9900004129 1999/01/08 11:04:03 1/ 9 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 SMD

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 15 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 district;
2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;
3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(a) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

- o gallery;
- o museum;
- o school, boarding;
- o university or college;
- o animal sales or service;
- o banking and financial services; and
- o clinic or office, dental or medical.

(b) waive their right to use, occupy, construct, erect, alter or maintain more than

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.



Clerk and Recorder
By [Signature]
Denver County Clerk
Date SEP 25 2001

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two thousand five-hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of office non-dental or non-medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from O-1 to R-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "15"

A parcel of land located in the Northwest Quarter of Section 33, Township 3 South, Range 67 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Center West Sixteenth corner of said Section 33; thence along the Southerly line of the Northwest Quarter of said Section 33 N 89°34' 18" E a distance of 42.00 feet; thence along a line parallel to the Easterly line of the Southwest Quarter of the Northwest Quarter of said Section 33 N 00°15' 36" W a distance of 60.00 feet to a point marking the coincidence of Syracuse Street and Montview Boulevard Right-Of-Ways, said point also being the *POINT OF BEGINNING*; thence continuing N 00°15' 36" W along the Easterly Right-Of-Way line of Syracuse Street a distance of 1271.32 feet; thence along a line parallel to the Northerly Right-Of-Way line of 23rd Avenue S 89°32' 46" W a distance of 42.00 feet to a point in the centerline of Syracuse Street; thence along said centerline N 00°15' 36" W a distance of 200.79 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 21°08' 31", a radius of 509.87 feet, a long chord which bears N 10°49' 51" W, 187.07 feet, the arc having a length of 188.14 feet to a point of non-tangency; thence along the centerline of Combs Parkway N 89°33' 53" E a distance of 694.75 feet; thence S 00°15' 36" E along a line 618.43 feet East and parallel to the Easterly Right-Of-Way line of Syracuse Street a distance of 1656.63 feet to a point on the Northerly Right-Of-Way line of Montview Boulevard; thence along said Right-Of-Way line S 89°34' 18" W a distance of 618.43 feet to the *POINT OF BEGINNING*.

Said parcel contains 1,042,750 square feet or 23.938 acres more or less.

BASIS OF BEARING

The West line of the Northwest Quarter of Section 33 was found to be N 00° 11' 50" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

1 in addition thereto those portions of all abutting public rights-of-way, but only to the
2 centerline thereof, which are immediately adjacent to the aforesaid specifically
3 described area.

4 Section 3. That the foregoing change in zoning classification is based upon the representations
5 by the owner and the applicant that they will waive those certain rights available to them, and, in
6 lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section
7 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers.
8 Said waivers shall be binding upon all successors and assigns of said owner and applicant, who
9 along with said owner and applicant shall be deemed to have waived all objections as to the
10 constitutionality of the aforesaid waivers.

11 Section 4. That this ordinance shall be recorded by the Department of Zoning Administration
12 among the records of the Clerk and Recorder of the City and County of Denver.

13 PASSED BY THE COUNCIL January 4 1999
14 Happy Haynes - PRESIDENT
15 APPROVED: Wally Escholtz - MAYOR 1-5 1999
16 ATTEST: [Signature] - CLERK AND RECORDER,
17 EX-OFFICIO CLERK OF THE
18 CITY AND COUNTY OF DENVER

19 PUBLISHED IN THE DENVER ROCKY MTN NEWS Dec. 11, 1998 Jan. 8, 1999

20
21 PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY 11/24/98
22 REVIEWED BY: [Signature] ^{me} - CITY ATTORNEY 1/12 1999
23 SPONSORED BY COUNCIL MEMBER(S) _____



ORDINANCE NO. 928
SERIES OF 1999

BY AUTHORITY

COUNCIL BILL NO. 841
COMMITTEE OF REFERENCE:

9300212774 1999/12/17 15:00:48 1/ 4 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 AWE

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(b) Civic Uses

8. gallery;

13. museum;

21. school, boarding; and

23. university or college.

(c) Commercial Uses

5. animal sales or service;

CERTIFICATION

The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder

By [Signature]
Deputy County Clerk

Date SEP 25 2007



10. banking and financial services; and
17. clinic or office, dental or medical.

(ii) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand five-hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of office non-dental or non-medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-MU-20 with waivers to R-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "14"

A parcel of land situated in part of the North Half of Section 33, part of the Northwest Quarter Section 34 and part of the Southeast Quarter of Section 28, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said Section 33; thence along the Northerly line of the Northeast Quarter of said Section 33 S 89°33' 05" W a distance of 412.74 feet to a point of intersection of the centerlines of Southbound Yosemite Street and 26th Avenue, said point also being the *POINT OF BEGINNING*; thence departing both aforementioned centerlines S 00°20' 29" E a distance of 313.77 feet; thence N 89°39' 02" E a distance of 412.80 feet to a point in the centerline of Yosemite Street; thence along said centerline S 00°20' 29" E a distance of 250.00 feet; thence departing said centerline N 89°39' 02" E a distance of 553.19 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 90°00' 29", a radius of 450.00 feet, a long chord which bears S 45°20' 43" E, 636.44 feet, the arc having a length of 706.92 feet to a point of tangency; thence S 00°20' 29" E a distance of 169.93 feet to a point in the centerline of 23rd Avenue; thence along said centerline S 89°39' 02" W a distance of 757.84 feet; thence departing said centerline the following three (3) courses:

1. N 00°08' 10" W a distance of 71.71 feet;
2. S 89°29' 05" W a distance of 485.67 feet;
3. S 00°20' 29" E a distance of 70.64 feet to a point on the centerline of 23rd Avenue;

thence along said centerline the following two (2) courses:

1. S 89°34' 12" W a distance of 748.30 feet;
2. S 89°33' 53" W a distance of 534.00 feet;

thence departing said centerline the following ten (10) courses:

1. N 00°18' 47" W a distance of 328.72 feet;
2. N 89°33' 05" E a distance of 691.35 feet;
3. N 00°20' 29" W a distance of 520.28 feet;
4. S 89°47' 24" W a distance of 1023.31 feet;
5. N 00°11' 23" W a distance of 117.14 feet;
6. S 89°25' 21" W a distance of 471.74 feet;

7. S 84°04' 08" W a distance of 25.53 feet;
8. S 00°18' 54" E a distance of 237.60 feet;
9. N 89°54' 51" E a distance of 44.17 feet;
10. S 00°18' 47" E a distance of 389.02 feet to a point on the centerline of 23rd Avenue, said point also being a point of non-tangent curve;

thence along said centerline and the arc of a curve to the left having a delta angle of 13°21' 37", a radius of 600.00 feet, a long chord which bears N 83°45' 19" W, 139.59 feet, the arc having a length of 139.91 feet to a point of tangency; thence continuing along said centerline S 89°33' 54" W a distance of 519.37 feet; thence departing said centerline N 00°19' 22" W a distance of 405.37 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 89°52' 27", a radius of 230.00 feet, a long chord which bears N 44°36' 52" E, 324.91 feet, the arc having a length of 360.78 feet to a point of tangency; thence N 89°33' 05" E a distance of 102.53 feet to a point on the centerline of Ulster Street; thence along said centerline N 00°18' 47" W a distance of 200.00 feet to a point on the centerline of Williams Way; thence along said centerline N 89°33' 05" E a distance of 53.43 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 44°51' 30", a radius of 700.00 feet, a long chord which bears N 67° 07' 20" E, 534.16 feet, the arc having a length of 548.05 feet to a point of tangency; thence continuing along said centerline N 44°41' 35" E a distance of 181.44 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the right having a delta angle of 38°32' 48", a radius of 1100.00 feet, a long chord which bears N 63°57' 59" E, 726.16 feet, the arc having a length of 740.04 feet to a point of tangency; thence continuing along said centerline N 83°14' 23" E a distance of 314.71 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 61°23' 20", a radius of 682.00 feet, a long chord which bears N 52°32' 43" E, 696.27 feet, the arc having a length of 730.72 feet to a point of tangency; thence continuing along said centerline N 21°51' 03" E a distance of 58.69 feet to a point on the centerline of Southbound Yosemite Street; thence departing the centerline of Williams Way and along the said Southbound Yosemite Street centerline S 00°21' 25" E a distance of 660.85 feet to the *POINT OF BEGINNING*.

Said parcel contains 3,635,929 square feet or 83.469 acres more or less.

BASIS OF BEARING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 20' 29" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District ~~10~~ stations "King" and "Ramp".

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL December 13 1999

Harvey Hamer - PRESIDENT

APPROVED: Wally G. Smith - MAYOR Oct 14 1999

ATTES: Erin May - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Nov. 19, 1999 Dec. 17, 1999

PREPARED BY: Karen Aviles ASSISTANT CITY ATTORNEY 11/4/99

REVIEWED BY: [Signature] CITY ATTORNEY 11/9 1999

SPONSORED BY COUNCIL MEMBER(S) _____



ORDINANCE NO. 930
SERIES OF 1999

BY AUTHORITY

COUNCIL BILL NO. 843
COMMITTEE OF REFERENCE:

99G0212775 1999/12/17 18:02:06 1/ 5 CRD
DENVER COUNTY CLERK AND RECORDER .00 .00 AWE

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the C-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to C-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(a) Residential Uses

2. fraternity or sorority house; and
7. single unit dwelling.

(b) Civic Uses

1. ambulance service;
11. major impact utility; and
19. postal processing center.

CERTIFICATION
The Clerk and Recorder for the
CITY AND COUNTY OF DENVER State
of Colorado does hereby certify this
document to be a full, true and
correct copy of the original
document recorded in my office



Clerk and Recorder
By _____
Deputy Clerk and Recorder
Date SEP 25 2001

(c) Commercial Uses

3. airline reservation center;
5. animal sales or service;
12. building contractors, general;
13. building maintenance service;
14. building materials and supplies, sales or rental;
32. garden supply store;
38. motel;
39. nursery, plant;
51. terminal, public transportation, local; and
55. wholesale sales.

(d) Industrial Uses

8. manufacturing, fabrication and assembly, custom;
10. manufacturing, fabrication and assembly, general;
11. manufacturing, fabrication and assembly, light;
17. warehousing;
18. wholesale trade, light; and
19. wholesale trade, general.

- (ii) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for an automobile laundry or polishing shop as identified in Section 59-430.03(1)(c)7 of Division 25 of the Revised Municipal Code and/or theater, studio as identified in Section 59-430.03(1)(c)53 of Division 25 of the Revised Municipal Code unless such use has been approved by special review as identified in Section 59-430.04 of the Revised Municipal Code.

Section 2: That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from C-MU-20 with waivers to C-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "17"

A parcel of land situated in the Southwest Quarter of Section 28, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West 1/16 Corner of Sections 28 & 33; thence along the Southerly line of the Southwest Quarter of the Southwest Quarter of said Section 28 S 89°33' 31" W a distance of 517.71 feet to a point of centerline intersection of Syracuse Street and 26th Avenue, said point also being the POINT OF BEGINNING; thence along the centerline of 26th Avenue S 89°33' 31" W a distance of 443.12 feet to a point on the Easterly Right-Of-Way line of 26th Avenue; thence along said Easterly Right-Of-Way line N 00°37' 30" W a distance of 25.00 feet to a point on the Northerly Right-Of-Way line of 26th Avenue; thence along said Northerly Right-Of-Way line the following three (3) courses:

1. S 89°33' 31" W, a distance of 108.02 feet;
2. N 84°43' 34" W, a distance of 100.75 feet;
3. S 89°33' 31" W, a distance of 41.98 feet to a point of tangent curve;

thence along the arc of a curve to the right, having a delta angle of 89°48' 59", a radius of 65.00 feet, a long chord which bears N 45°31' 39" W, 91.78 feet, the arc having a length of 101.89 feet to a point of tangency, said point also being a point on the Easterly Right-Of-Way line of Quebec Street; thence along said Right-Of-Way line the following three (3) courses:

1. N 00°37' 30" W, a distance of 602.97 feet;
2. N 05°04' 36" E, a distance of 100.59 feet;
3. N 00°37' 30" W, a distance of 296.50 feet to a point of tangent curve;

thence along the arc of a curve to the right, having a delta angle of 77°25' 31", a radius of 35.00 feet, a long chord which bears N 38°05' 45" E, 43.79 feet, the arc having a length of 47.51 feet to a point on the Southerly Right-Of-Way line of 29th Avenue; thence along said Right-Of-Way line N 76°49' 01" E a distance of 118.16 feet; thence continuing along said Right-Of-Way line N 89°47' 51" E a distance of 162.25 feet to a point on the Easterly Right-Of-Way line of 29th Avenue; thence along said Right-Of-Way line N 00°37' 30" W a distance of 70.00 feet to a point on the Northerly Right-Of-Way line of 29th Avenue; thence along said Northerly Right-Of-Way line S 89°47' 51" W a distance of 240.23 feet to a point of tangent curve; thence along the arc of a curve to the right, having a delta angle of 89°34' 39", a radius of 30.00 feet, a long chord which bears N 45°24' 50" W, 42.27 feet, the arc having a length of 46.90 feet to a point of tangency, said point also being a point on the Easterly Right-Of-Way line of Quebec Street; thence along said Right-Of-Way line N 00°37' 30" W a distance of 322.31 feet to a point of tangent curve; thence continuing along said Right-Of-Way line and the arc of a curve to the right having a delta angle of 20°19' 35", a radius of 200.00 feet, a long chord which bears N 09°32' 18" E, 70.58 feet, the arc having a length of 70.95 feet to a point of tangency; thence continuing along said Right-Of-Way line N 19°42' 05" E a distance of 399.90 feet to a point of tangent curve; thence continuing along said Right-Of-Way and the arc of a curve to the left having a delta angle of 20°19' 35", a radius of 200.00 feet, a long chord which bears N 09°32' 18" E, 70.58 feet, the arc having a length of 70.95 feet to a point of tangency; thence continuing along said Right-Of-Way line N 00°37' 30" W a distance of 95.30 feet to a point of tangent curve; thence along the arc of a curve to the right, having a delta angle of 112°52' 23", a radius of 35.00 feet, a long chord which bears N 55°48' 44" E, 58.33 feet, the arc having a length of 63.95 feet to a point of tangency, said point also being

a point on the Southwesterly Right-Of-Way line of Martin Luther King Boulevard; thence along said Right-Of-Way line S 67°45'02" E a distance of 156.48 feet to a point on the Easterly Right-Of-Way line of Martin Luther King Boulevard; thence along said Right-Of-Way line N 21°14'07" E a distance of 78.11 feet to a point in the centerline of Martin Luther King Boulevard; thence along said centerline S 68°45'53" E a distance of 652.17 feet to a point of tangency; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 21°39'32", a radius of 600.00 feet, a long chord which bears S 79°33'39" E, 225.46 feet, the arc having a length of 226.81 feet to a point of tangency; thence continuing along said centerline N 39°34'35" E a distance of 21.50 feet to a point in the centerline of Syracuse Street; thence along said centerline S 00°37'30" E a distance of 552.80 feet to a point of tangency; thence continuing along said centerline and the arc of a curve to the right, having a delta angle of 44°43'47", a radius of 600.00 feet, a long chord which bears S 21°46'53" W, 457.41 feet, the arc having a length of 469.28 feet to a point of tangency; thence continuing along said centerline S 44°11'17" W a distance of 219.03 feet to a point of tangency; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 44°26'55", a radius of 635.00 feet, a long chord which bears S 21°57'50" W, 480.35 feet, the arc having a length of 492.61 feet to a point of tangency; thence continuing along said centerline S 00°15'36" E a distance of 377.63 feet to the POINT OF BEGINNING.

Said parcel contains 2,106,020 square feet or 48.348 acres more or less.

BASIS OF BEARING

The Easterly line of the Southwest Quarter of Section 28 was found to be N 00° 33' 25" W, based upon the North American Datum of 1983, Colorado Central Zone; a local network as established by CDOT, District 6. Reference stations "King" and "Ramp".

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL December 13 1999
Harvey Hayden - PRESIDENT
APPROVED: Walter E. Smith - MAYOR DEC 14 1999
ATTEST: William G. Goff - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Nov 19, 1999 Dec 17, 1999

PREPARED BY: Karen A. Aviles ASSISTANT CITY ATTORNEY 11/4/99
REVIEWED BY: [Signature] CITY ATTORNEY 11/9 1999
SPONSORED BY COUNCIL MEMBER(S) _____



Recording of Waivers of
 Certain Rights and/or Reasonable
 Conditions in Accordance
 with Article IX of the
 Revised Municipal Code of the
 City and County of Denver
 (Zoning Chapter).

Handwritten initials: H6

9900217172 1999/12/28 10:21:29 1/ 6 WAY
 DENVER COUNTY CLERK AND RECORDER .00 .00 SMP

General Location: 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET

BY AUTHORITY
 COUNCIL BILL NO. 261
 COMMITTEE OF REFERENCE
 LAND USE

A BILL
 FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RESCINDING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-MU-10 with certain waivers;
2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-10 with reasonable waivers they have approved;
3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant and hereby do:

- (a) waive their right to sue or recover the land hereinafter described or to use, occupy, or erect thereon any structure, building, or other improvement;
- (b) Civic Uses
 1. gallery;
 2. museum;
 3. school, teaching, and
 4. university or college.
- (c) Commercial Uses
 1. retail sales or services;
 2. banking and financial services; and
 3. clinic or office, dental or medical.
- (d) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand (2,000) square feet individually and more than five thousand (5,000) square feet in aggregate of office, residential or non-medical, as listed in Section 38-30-01(1)(c)(d) of Division 38 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows be rescinded within the following boundaries and the land hereby is changed from R-MU-10 with waivers to R-MU-10 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof.

PARCEL "1"

A parcel of land situated in part of the North Half of Section 31, part of the Northwest Quarter of Section 34 and part of the Southwest Quarter of Section 33, Township 3 South, Range 37 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing in the northeast corner of said Section 31, thence along the southerly line of the Northwest Quarter of said Section 31 S 14° 18' 31" W a distance of 412.14 feet to a point of intersection of the centerlines of Broadway and 1st Avenue, said point and being the POINT OF BEGINNING, thence southerly and easterly as follows: S 01° 07' 30" E a distance of 313.77 feet thence N 23° 39' 03" E a distance of 413.30 feet to a point on the centerline of 1st Avenue, thence along said centerline S 70° 12' 29" E a distance of 220.06 feet, thence southerly and easterly N 89° 19' 03" E a distance of 121.09 feet to a point of tangency, thence along the arc of a curve to the right having a delta angle of 90° 02' 20", a radius of 410.00 feet, a long chord which bears S 11° 30' 11" E, 426.14 feet, the arc having a length of 106.72 feet to a point of tangency, thence S 21° 22' 29" E a distance of 129.37 feet to a point on the centerline of 1st Avenue, thence along said centerline S 35° 19' 02" W a distance of 127.34 feet, thence southerly and easterly the following (see 13) corners:

1. N 00° 12' 37" W a distance of 11.71 feet
2. S 29° 52' 29" W a distance of 101.27 feet
3. S 00° 32' 27" E a distance of 70.94 feet to a point on the centerline of 1st Avenue.

thence along said centerline the following (see 13) corners:

1. S 18° 24' 12" W a distance of 114.20 feet
2. S 15° 12' 12" W a distance of 73.42 feet

thence southerly and easterly the following (see 10) corners:

1. N 00° 12' 37" W a distance of 11.71 feet
2. N 89° 12' 03" E a distance of 99.13 feet
3. N 02° 32' 29" W a distance of 102.21 feet
4. S 19° 47' 24" W a distance of 102.21 feet
5. N 00° 12' 37" W a distance of 117.14 feet
6. S 19° 12' 31" W a distance of 471.74 feet
7. S 34° 24' 37" W a distance of 123.23 feet
8. S 00° 12' 37" E a distance of 23.60 feet
9. N 89° 34' 31" E a distance of 24.17 feet
10. S 21° 12' 47" E a distance of 229.02 feet to a point on the centerline of 1st Avenue, said point and being a point of tangency.

thence along said centerline and the arc of a curve to the left having a delta angle of 12° 01' 27" a radius of 600.00 feet, a long chord which bears N 12° 19' 19" W, 132.29 feet, the arc having a length of 179.21 feet to a point of tangency, thence southerly and easterly S 19° 12' 31" W a distance of 119.37 feet, thence southerly and easterly N 00° 12' 37" W a distance of 401.37 feet to a point of tangency, thence along the arc of a curve to the right having a delta angle of 29° 12' 27", a radius of 320.00 feet, a long chord which bears N 44° 28' 12" E, 124.91 feet, the arc having a length of 240.71 feet to a point of tangency, thence N 19° 22' 13" E a distance of 107.23 feet to a point on the centerline of 1st Avenue, thence along said centerline N 20° 12' 37" W a distance of 320.00 feet to a point on the centerline of Williams Way, thence along said centerline N 19° 22' 13" E a distance of 11.18 feet to a point of tangency, thence southerly and easterly along said centerline and the arc of a curve to the left having a delta angle of 44° 11' 24", a radius of 700.00 feet, a long chord which bears N 87° 27' 22" E, 124.16 feet, the arc having a length of 241.92 feet to a point of tangency, thence southerly along said centerline N 44° 11' 24" E a distance of 111.14 feet to a point of tangency, thence southerly and easterly along said centerline and the arc of a curve to the right having a delta angle of 12° 12' 17", a radius of 740.00 feet, a long chord which bears N 43° 12' 39" E, 174.16 feet, the arc having a length of 340.04 feet to a point of tangency, thence southerly along said centerline N 43° 12' 39" E a distance of 214.27 feet to a point of tangency, thence southerly and easterly along said centerline and the arc of a curve to the left having a delta angle of 41° 22' 20", a radius of 540.00 feet, a long chord which bears N 12° 12' 43" E, 194.27 feet, the arc having a length of 324.22 feet to a point of tangency, thence southerly along said centerline N 21° 11' 02" E a distance of 11.69 feet to a point on the centerline of Southwood Avenue, thence southerly along the centerline of Williams Way and along the said Southwood Avenue Street thence southerly along the centerline of Williams Way and along the said Southwood Avenue Street thence southerly S 20° 21' 12" E a distance of 600.11 feet to the POINT OF BEGINNING.

Said parcel contains 1,913.99 square feet or 13.44 acres more or less.

BASIS OF SCALING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 10' 25" W, based upon the North American Datum of 1983. Corner General Center, 1st and 2nd streets is established by COOT, QUINN, and COMPANY "C" and "D".

In addition thereto there are portions of all existing public improvements, but only in the descriptive thereof, which are immediately adjacent to the parcel specifically described above.

Section 1. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the attached waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 2. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.



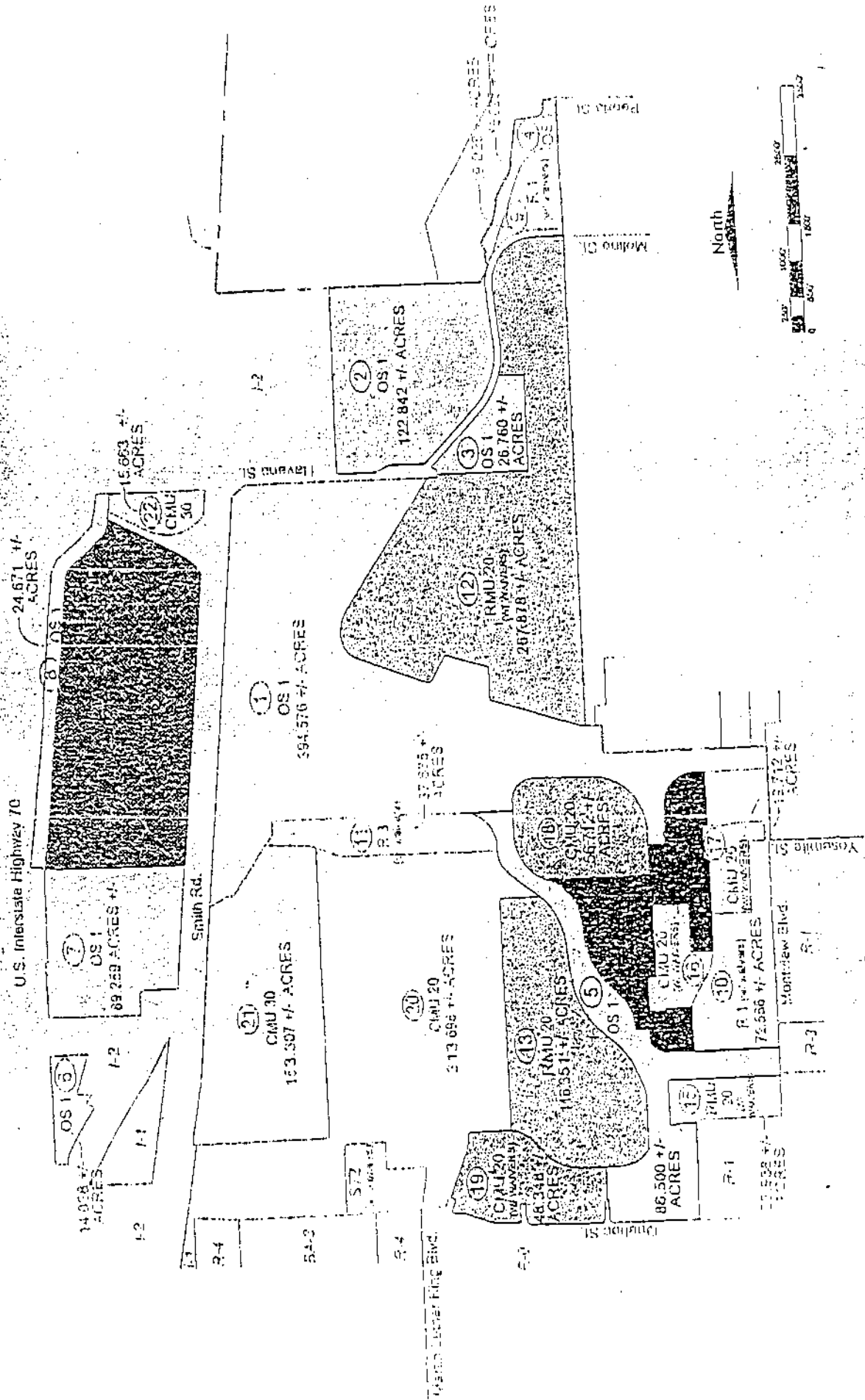
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 Clerk and Recorder
 Denver County Clerk

Handwritten signature: [Signature]
 Zoning Administrator

Handwritten date: 12-20-99

Date

Correct copy of the original
 document recorded in my office



PLEASE RETURN TO: Department of Zoning Administration
 200 W. 14th Avenue, Suite 201

Recording of Waivers of
 Certain Rights and/or Reasonable
 Conditions in Accordance
 with Article IX of the
 Revised Municipal Code of the
 City and County of Denver
 (Zoning Chapter).

General Location: 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET

ORDINANCE NO. 1517
 SERIES OF 1999

BY AUTHORITY

COUNCIL BILL NO. 0972
 COMMITTEE OF REFERENCE
 LAND USE
 EFFECTIVE 12/17/99

A BILL

FOR AN ORDINANCE RELATIVE TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RESCINDING CERTAIN WAIVERS PROPOSED BY THE OWNER AND THE APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-AMU-20 with various waivers;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-AMU-20 with reasonable waivers they have stipulated;

3. That in its application the owner and the applicant have represented that if the zoning classification is changed pursuant to this application, the owner and the applicant will and hereby do:

(a) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or intended to be used;

(b) Give Uses

8. gallery;
12. museum;
17. school, boarding, and;
18. university or college.

(c) Commercial Uses

5. animal sales or services;
10. banking and financial services; and
17. clubs or other, dental or medical.

(d) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand five hundred (2,500) square feet (approximately) under more than five thousand (5,000) square feet in aggregate of other non-conforming non-residential, as listed in Section 32-428.33(1)(c)(d) of Division 15 of the Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-AMU-20 with waivers to R-AMU-20 with various zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

ARTICLE III

A tract of land located to part of Section 27 and the South Half of Section 28, Township 3 South, Range 47 West of the 4th Principal Meridian, City and County of Denver, State of Colorado, more more particularly described as follows:

Commencing at the South Quarter Corner of said Section 27, said corner also being the POINT OF BEGINNING, thence along the Southerly line of the Southwest Quarter of said Section 27 S 34°12'12" W a distance of 922.17 feet thence departing said Southerly line the following (in (3) courses:

1. N 00°12'12" W a distance of 70.07 feet;
2. N 17°17'24" E a distance of 1230.00 feet;
3. N 39°51'18" E a distance of 401.00 feet;
4. N 14°18'00" E a distance of 431.19 feet;
5. N 34°41'00" W a distance of 368.13 feet to a point of tangency

thence along the arc of a curve to the right having a delta angle of 77°16'32", a radius of 100.29 feet, a long chord which bears N 17°17'24" W, 125.13 feet, the arc being a length of 126.09 feet to a point of tangency, thence N 17°17'24" E a distance of 1032.87 feet to a point of tangency, thence along the arc of a curve to the right having a delta angle of 30°42'20", a radius of 100.29 feet, a long chord which bears N 47°11'38" E, 124.13 feet, the arc being a length of 122.43 feet to a point of tangency, thence along the arc of a curve to the right having a delta angle of 17°17'24", a radius of 100.29 feet, a long chord which bears S 42°19'20" E, 491.26 feet, the arc being a length of 214.37 feet to a point of tangency, thence continuing along said southerly line S 11°17'12" E a distance of 1212.42 feet to a point of intersection of Martin Luther King Boulevard and the E Doria Centerline, thence continuing S 11°17'12" E and departing said southerly line at station 274.52 feet to the Wabery Right-Of-Way line of Havana Street as established in Book 237 of page 491; thence along said Right-Of-Way line S 00°22'11" E a distance of 140.00 feet to a point on the Southerly Right-Of-Way line of Havana Street as established by Ordinance number 238, Series 1991, City and County of Denver; thence along said southerly line N 89°31'01" E a distance of 10.00 feet, thence southerly and Right-Of-Way line the following (in (3) courses:

1. S 00°17'20" E a distance of 1230.00 feet;
2. N 89°42'42" E a distance of 1230.00 feet;
3. N 00°17'20" W a distance of 1212.42 feet to a point on the Southerly Right-Of-Way line of Havana Street as established by Ordinance 127, Series 1984, in Book 1504 of page 174, said point also being a point of non-adjacent corner;

thence along said Right-Of-Way line and the arc of a curve to the left having a delta angle of

22°12'12", a radius of 1190.00 feet, a long chord which bears S 34°14'12" E, 411.99 feet, the arc being a length of 442.07 feet to a point of tangency, thence continuing along said Right-Of-Way line N 43°12'31" E a distance of 718.90 feet to a point of tangency, thence continuing along said Right-Of-Way line and the arc of a curve to the right having a delta angle of 21°19'12", a radius of 61.13 feet, a long chord which bears S 43°17'17" E, 926.11 feet, the arc being a length of 1045.73 feet to a point of tangency, thence continuing along said Right-Of-Way line S 00°17'20" E a distance of 140.00 feet to a point on the Southerly line of the Southwest Quarter of said Section 28, thence along said southerly line S 19°19'12" W a distance of 190.11 feet to the South Quarter Corner of said Section 28; thence along the Southerly line of the Southwest Quarter of said Section 28 S 2°19'12" W a distance of 246.12 feet to the Southwest corner of said Section 28; thence along the Southerly line of the Southwest Quarter of said Section 28 S 19°17'03" W a distance of 242.34 feet to the POINT OF BEGINNING.

Said parcel contains 11664779 square feet or 267,878 acres more or less.

BASIS OF BEARING

The Southerly line of the Southwest Quarter of Section 28 was found to be N 00°17'12" W, based upon the North American Datum of 1983, Colorado State Plane Zone, 10th meridian as established by COGOT, Denver 6, Reference station "Tule" and "Rover".

In addition thereto there are portions of all existing public rights-of-way, but only to the extent thereof, which are intrusions adjacent to the proposed residentially zoned area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in law thereof, agree to certain intrusions which intrusions are set forth in Subsection 3 of Section 1 hereof, and no person shall be allowed to file any complaint with the affected waivers. Said waivers shall be binding upon successors and assigns of any owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the affected waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.


 Zoning Administrator

12-20-99

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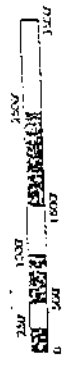
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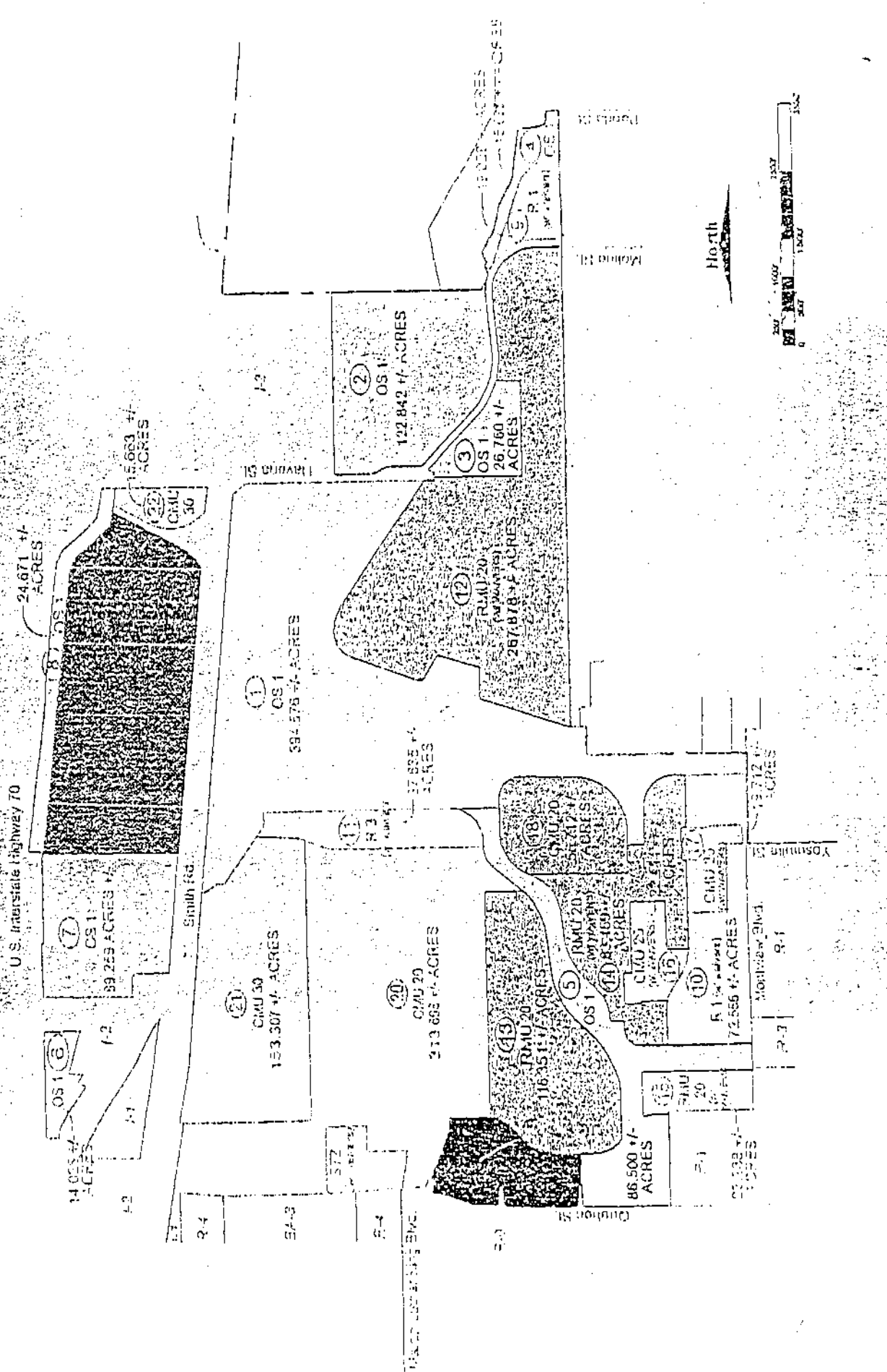
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PLEASE RETURN TO: Department of Zoning Administration
200 W. 14th Avenue, Suite 201



PLEASE RETURN TO: Department of Zoning Administration
206 W. 14th Avenue, Suite 201

EXHIBIT D

AFFORDABLE HOUSING PLAN

[See attached Affordable Housing Plan]

Stapleton Affordable Housing Plan

January 29, 2001

A. Background

The Stapleton Development Corporation ("SDC"), the City and County of Denver ("City"), and Forest City Enterprises ("Forest City") have developed this Stapleton Affordable Housing Plan ("Plan"). The purpose of the Plan is to set forth the expectations of the parties with regard to the development of housing for low and moderate income households at Stapleton, in furtherance of the requirements of Section IV (B) of the Development Agreement between the City and Forest City, and Section 5.19 (c) of the Amended and Restated Stapleton Purchase Agreement between SDC and Forest City ("Purchase Agreement"). In formulating this Plan, the parties have assumed that approximately 8,000 for-sale dwelling units and 4,000 multi-family rental units will be developed at Stapleton upon final buildout. However, the percentage requirements for affordable housing shall apply regardless of the number of units that are ultimately built.

The Stapleton Development Plan (the "Green Book"), adopted by Denver City Council in March 1995, calls for the development of affordable housing, including low income and very low income housing, as well as the attraction of middle and upper income families, to the northeast area through a broad mix of housing types, densities, and price ranges. To realize that vision, it is necessary to concentrate efforts towards serving renters earning 60% and below of the Median Family Income ("MFI") and homebuyers earning 80% and below of MFI. Through normal market forces the additional broad range of housing can be achieved. Therefore, this Plan establishes specific requirements that are needed to carry out the affordable housing objectives.

B. Definitions

As used in this plan, the following terms have the following meanings:

Affordable Workforce Housing: Means dwelling units that are offered for sale at a price which is affordable by and that are in fact sold to households earning 80% and below of MFI for owner-occupancy only.

Affordable Housing: Means Affordable Workforce Housing and Affordable Rental Housing.

Affordable Rental Housing: Means dwelling units that are offered for lease at a rent which is affordable by and that are in fact leased to households earning 60% and below of MFI, including Very Low-Income Housing.

MFI: Means the most current median family income for the Denver Metropolitan Statistical Area as published from time to time by the U.S. Department of Housing and Urban Development, adjusted for household size.

Public Subsidy: Means monetary or nonmonetary assistance, or both, from any city, county, state or federal program or any nonprofit organization provided to assist in the development of affordable housing.

Special Needs Housing: Means dwelling units for persons such as the dependent elderly, physically disabled, chronically mentally ill, and others that need services provided on site.

Stapleton For-Sale Housing: Means the total number of for-sale dwelling units to be developed at Stapleton upon final buildout.

Stapleton Rental Housing: Means the total number of for-rent dwelling units to be developed at Stapleton upon final buildout.

Very Low-Income Housing: Means Affordable Rental Housing units that are offered for lease at a rent which is affordable by and that are in fact leased to households earning 50% and below of MFI, of which a portion shall be affordable by and leased to households earning 30% and below of MFI.

C. Production of Affordable Housing

Affordable Housing shall be generally dispersed throughout Stapleton's 2,935 developable acres, both north and south of I-70. However, the affordable housing should be located near public transportation and shopping areas, and consequently may be more concentrated in certain areas of the site.

1. Affordable Rental Housing

a. Forest City shall develop or cause to be developed at least 20% of Stapleton Rental Housing as Affordable Rental Housing meeting the requirements of this Plan.

(i) The parties mutually acknowledge that, in order to create Affordable Rental Housing, a Public Subsidy will be required.

(ii) If sufficient Public Subsidy is not available at the time Forest City is prepared to develop a particular Affordable Rental Housing project, then at Forest City's option, after consultation with SDC, it shall either (A) leave a parcel of land undeveloped, sufficient in size, to accommodate the Affordable Rental Housing project until such time as sufficient Public Subsidy is available, or (B) determine to meet the requirement for Affordable Rental Housing elsewhere at Stapleton at a later date.

(iii) To achieve the Stapleton Development Plan principles, SDC, the City and Forest City intend that at least 25% of the required Affordable Rental Housing units be developed as Very Low-Income Housing, a portion of which would be developed and made available as Special

Needs Housing. The parties acknowledge that, to accomplish this goal, significant Public Subsidy will be required, along with the participation of non-profit housing providers. In recognition of this fact, Forest City shall be deemed to have fulfilled the requirement for Very Low-Income Housing by: (A) donating eight acres of land at Stapleton to non-profit housing providers at no cost, which land shall be divided into at least four sites, each of which shall be zoned for a density of 25 dwelling units per acre and shall accommodate no more than 50 dwelling units; and (B) obtaining from such providers commitments acceptable to the City and SDC for the provision of Very Low-Income Housing in accordance with the requirements of this Plan. Forest City shall designate the development sites and select the providers to fulfill this requirement for Very Low-Income Housing. With regard to any particular site, if, after reasonable attempts, Forest City has been unable to obtain from such providers commitments acceptable to the City and SDC as provided in (B) above, Forest City shall have the option to convey such site to the City in lieu of continuing to seek such commitments and shall be deemed to have fulfilled its requirements under this paragraph for such site through such conveyance.

- b. Affordable Rental Housing shall be developed in mixed-income developments with the exception of Special Needs Housing. Special Needs Housing developments may be but are not required to be mixed-income.

2. Affordable Workforce Housing

Forest City shall develop or cause to be developed at least 10% of Stapleton For-Sale Housing as Affordable Workforce Housing meeting the requirements of this Plan.

D. Provisions for Ensuring Long-Term Affordability of Housing

1. Any Affordable Housing unit produced to fulfill the requirements of this Plan shall be subject to a deed restriction or other mutually agreeable mechanism guaranteeing the long term affordability of the unit. For Affordable Work Force Housing, "long term affordability" means that the purchase and sale of the unit meets the requirements for affordability set forth in the Plan both upon the initial sale of the unit, and every other time the unit is sold for a period of at least thirty years from the date of the initial sale. For Affordable Rental Housing, "long term affordability" means that the rent charged to any tenant for occupancy of the unit shall always meet the requirements for affordability set forth in this Plan for a period of at least thirty years from the date of the initial lease. The period of long term affordability of any Affordable Housing project may be extended beyond thirty years if required under the financing arrangement for the particular project. A deed restriction or other mutually agreeable mechanism shall not be required if binding provisions for ensuring long term affordability are included in the financing arrangement for a particular Affordable Housing project.

2. Provisions for ensuring the long term affordability of Affordable Rental Housing units shall include a 1-year transition period, at the expiration of the requirement of long term affordability, to allow any tenant then qualifying for Affordable Rental Housing to make alternative housing arrangements. During this transition period, any such tenant; may remain in the unit, and the rent charged for the unit shall continue to meet the requirements for affordability set forth in this plan for so long as the tenant remains in the unit during the 1-year transition period. The requirements of this paragraph shall not apply to any unit that is vacant or that is not occupied by a tenant qualifying for Affordable Rental Housing upon the expiration of the requirement for long term affordability.
3. If any Affordable Housing unit becomes vacant while the requirement for long term affordability is in effect, the unit shall be made available for sale or lease to another qualifying household.
4. The City, SDC, and Forest City will strive to identify mechanisms that may extend affordability past 30 years.

E. Types of Affordable Units

1. The following minimum square footage requirements relating to types of affordable units shall not apply to Special Needs Housing.
2. Unit size shall, at least, meet these minimum square footage requirements for all Affordable Housing units.

Assumed household size and minimum square footage:

Unit Type	No. Of Persons	Sq. Ft.
Studio/Jr. Bdrm.	1	400
1 Bedroom	2	600
2 Bedroom	3	750
3 Bedroom	5	1100
4 Bedroom	6	1250

3. The following requirements shall apply separately both to the total number of Affordable Rental Housing units and to the total number of Affordable Workforce Housing units developed to fulfill the requirements of this Plan:
 - a. At least 15% of the units shall have three (3) or more bedrooms.
 - b. No more than 35% of the units shall have one (1) bedroom or less of which no more than 10% shall be studio apartments or junior bedroom units.
4. All Affordable Rental Housing and Affordable For Sale Housing shall be constructed of first quality materials equal to or better than FHA standards and

reasonably similar in character to surrounding market rate units and built in accordance with design standards consistent with the Stapleton Design Guidelines.

5. Not more than 35% of the Affordable Rental Housing shall be housing for independent seniors.

F. Buyer/Renter Qualification

1. Buyers and renters shall be qualified upon the initial purchase or leasing of an Affordable Housing unit using general HUD standards for income qualification.
2. No re-certification shall be required for so long as the buyer or renter remains a resident of the Affordable Housing unit unless such re-certification is required according to the financing arrangements for the particular Affordable Housing unit.
3. There shall be no discrimination on the basis of age (except in senior housing), race, creed, color, sex, sexual orientation, disability, religion, national origin, marital status or affiliation.
4. The owner of any Affordable Rental Housing unit shall not discriminate against the use of Section 8 vouchers by any tenant who is otherwise qualified to rent and occupy such a unit according to the standards set forth in this Plan.
5. Residents of Affordable Housing units shall have the same access to common area amenities as residents of the market rate units of the project within which they reside.
6. A household earning less than 60% of MFI shall not be disqualified from leasing an Affordable Rental Housing unit due to a rent-to-income ratio if such tenant has had a satisfactory rent-paying history for 24 months at a rent at least equal to the rent to be paid for the unit.

G. Resources

SDC and the City acknowledge that Public Subsidy will be necessary for Forest City to fulfill the requirements set forth in this Plan. The City will assess needs for affordable housing for Stapleton and throughout the City and will consider funding requests for Stapleton projects based on these ongoing needs assessments. Forest City shall be eligible to seek Public Subsidy from the City on the same basis as other developers operating within the City; however any decision to grant any such Public Subsidy shall be at the sole discretion of the City.

H. Monitoring for Compliance with Plan

The requirements set forth in this Plan for the production of Affordable Housing are expressed as percentages and sub-percentages of the total number of dwelling units that will ultimately be constructed at Stapleton. Nothing in this Plan shall be construed to require the inclusion of a certain number or percentage of Affordable Housing units in any

particular phase of the development or in every individual housing project at Stapleton. In fact, SDC, the City, and Forest City anticipate that some housing projects at Stapleton may contain no Affordable Housing units whatsoever. Nevertheless, Forest City shall endeavor to develop or cause to be developed Affordable Housing units at a pace reasonably consistent with the pace of development of market rate housing at Stapleton. Forest City shall report in writing to SDC and the City its progress in fulfilling the requirements of this plan no less frequently than once annually. Any disputes between the City and Forest City regarding compliance with this Plan shall be resolved as provided in Section VI (E) of the Development Agreement and Section 7.1 of the Purchase Agreement.

EXHIBIT E

INITIAL ARTICLES OF INCORPORATION

[See Attached]