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MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CUMBERLAND GREEN

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CUMBERLAND GREEN**

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**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CUMBERLAND GREEN**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CUMBERLAND GREEN (the "Master Declaration") is dated for reference purposes as of May 1, 2006, by JIMMY CAMP DEVELOPMENT, INC., a Colorado corporation (the "Declarant"), and the Consenting Parties. Initially capitalized terms used in this Master Declaration are defined in Article 2 hereof.

ARTICLE 1

GENERAL

1.1 Project Area. The Declarant is the owner of real property located in Fountain, Colorado, more particularly described on Exhibit A and Exhibit B attached hereto and incorporated herein by reference, a portion of which is defined in this Master Declaration as the "Project Area." The Declarant intends that the Project Area, including any property that may be added to the Project Area as provided herein, will be developed as a planned community containing attached and detached single-family residential homes. The Project Area includes the real property upon which Common Area Facilities may hereafter be located.

1.2 Purposes of Master Declaration. The real property that becomes subject to this Master Declaration in the manner hereinafter provided is referred to herein as the "Community Area." The initial Community Area subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by this reference, and the Community Area may be expanded in the manner provided for in Article 3 hereof. This Master Declaration is executed to (a) further a common and general plan for the Community Area, (b) enhance and protect the quality, value, aesthetic nature, desirability, and attractiveness of the Community Area, (c) provide a mechanism to review additions and changes to commercial and residential structures located within the Community Area, (d) provide a mechanism for the enforcement of the provisions of this Master Declaration, and (e) define certain duties, powers, and rights of Owners of Sites within the Community Area.

1.3 Master Declaration. The Declarant, for itself and its successors and assigns, hereby declares that the entire Community Area and all other property that becomes subject to this Master Declaration in the manner hereinafter provided, and each part thereof, shall, from the date the same becomes subject to this Master Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Master Declaration, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Community Area. The provisions of this Master Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon, and inure to the mutual benefit of: (a) all of the property which is now or becomes part of the Community Area and each part or parcel thereof, (b) the Declarant and its successors and assigns, and (c) all Persons having or acquiring any right, title, or interest in any property which becomes part of the Community Area or any part or parcel thereof or any Improvement thereon and their heirs, personal representatives, successors, and assigns.

1.4 Applicability of Colorado Common Interest Ownership Act. The Community Area is exempt from the provisions of the Act because Owners whose Sites are subject to this Master Declaration are not required to pay expenses – such as the cost of insurance, real property taxes, and cost of maintenance – of other real property that is subject to this Master Declaration. Nothing contained herein shall be construed or interpreted as implying that any ownership association created or operating hereunder is empowered by this Master Declaration to levy assessments against Owners of Sites subject to this Master Declaration to provide for (a) the maintenance of and improvements to the Common Area or (b) the cost of insurance, real property taxes, and cost of maintenance of other real property that is subject to this Master Declaration.

1.5 Authority and Function of District: Limitation. Pursuant to C.R.S. § 32-1-1004(8), the District has the authority and power to furnish covenant enforcement and design review services and shall fund the cost of such services through revenues derived from the Community Area. Nothing contained in this Declaration shall be construed or interpreted as granting to the District the authority or power to make planning decisions regarding the character of use or the density, development, use, or zoning of the Community Area, the Common Area, the Includible Area, or the Project Area.

ARTICLE 2

DEFINITIONS

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

2.1 Act. "Act" means the Colorado Common Interest Ownership Act as provided in C.R.S. §§ 38-33.3-101, *et seq.*, as the same may be from time to time amended.

2.2 Applicable Laws. "Applicable Laws" means the decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, and statutes of all federal, local (including the City and any District), or state governments (including, but not limited to, all agencies, departments, divisions, or parts thereof) having or from time to time exercising jurisdiction over the Community Area.

2.3 Approved Landscape Plans. "Approved Landscape Plans" means a landscaping plan for the front, side and back yards (an "Approved Landscape Plan") that is (a) prepared by an Owner of a Site, (ii) complies with the Design Standards, (iii) approved in writing by the Design Review Committee, and (iv) approved in writing by (A) with respect to Estate Residential Sites, all Principal Builders then constructing residences on Estate Residential Sites and (B) with respect to Standard Residential Sites, all Principal Builders then constructing residences on Standard Residential Sites.

2.4 Benefited Parties. "Benefited Parties" means and includes the Boards of Directors, the Declarant, each District, the Officers, any Principal Builder, any Subdistrict, and Officers, and their respective parent, subsidiary, and affiliated entities and their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns.

2.5 Board of Directors. "Board of Directors" means the board of directors of the District as such board may, from time to time, be constituted. The term "Boards of Directors" means the Board of Directors of the District and any Subdistrict created hereunder.

2.6 City. "City" means the City of Fountain, Colorado.

2.7 Commercial Site. "Commercial Site" means any Site zoned and used for commercial or mixed commercial-residential uses.

2.8 Common Area. "Common Area" means any property within the Community Area owned by the City, a District, or a Subdistrict.

2.9 Common Area Facilities. "Common Area Facilities" means public facilities that may include, but are not necessarily limited to, Community Fences, open space held for drainage, floodplain, open space, passive recreational use, public utilities, public viewing areas, trails, and other public facilities that are (a) owned by the City, a District, or a Subdistrict, and (b) intended to be used by the residents of the Community Area. The foregoing list of Common Area Facilities is a list of those Common Area Facilities that may be built; provided, however, that (i) not all of these facilities may be constructed and (ii) the term "Common Area Facilities" only applies to those facilities that are actually constructed.

2.10 Common Area Facilities Risks. "Common Area Facilities Risks" means and includes all risks attendant to or associated with the operation of public facilities similar to the Common Area Facilities. Such risks include, without limitation, injury to person or property or both arising out of, or resulting from, (a) the construction, design, maintenance, operation, or use of the Common Area Facilities, (b) lights and noise associated with the Common Area Facilities (c) trespass, acts, or omissions of persons employed in connection with, using, or otherwise on the Common Area Facilities, (d) the use of reclaimed water, treated waste water, or other sources of non-potable water for irrigation and overspray in connection with such use, (e) the use of fertilizers, insecticides, and pesticides in connection with the maintenance of the Common Area Facilities, together with overspray in connection with such use, (f) drainage resulting from drainage easements and areas designated as floodplains that have been established for the property to the extent such drainage and floodplains are in accordance with the drainage plan established for the Project Area, (g) creeks, water courses, and waterways constructed or located on the Common Areas, including flooding risks related thereto, and (h) the fact that the Common Area Facilities may constitute or be considered an "attractive nuisance."

2.11 Community Area. "Community Area" means the real property that is subject to this Master Declaration. The initial Community Area subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by this reference, and the Community Area may be expanded in the manner provided for in Article 3 of this Master Declaration.

2.12 Community Fences. "Community Fences" means those fences described in Section 4.1(a)(iv) hereof.

2.13 Covenants, Limitations, and Restrictions. "Covenants, Limitations, and Restrictions" means the covenants, limitations, and restrictions defined in Section 4.2 hereof.

2.14 Declarant. "Declarant" means Jimmy Camp Development, Inc., a Colorado corporation, and its successors and assigns. A Person shall be deemed to be a "successor and assign" of Jimmy Camp Development, Inc., as Declarant, only if specifically designated in a duly Recorded instrument as a successor or assign of the Declarant under this Master Declaration and shall be deemed a successor and assign of the Declarant only as to the rights or interests of the Declarant under this Master Declaration that are specifically designated in the Recorded instrument. A successor to Jimmy Camp Development, Inc. by consolidation or merger shall automatically be deemed a successor or assign of Jimmy Camp Development, Inc. as the Declarant under this Master Declaration.

2.15 Design Review Committee. "Design Review Committee" means the committee granted the authority to perform the duties assigned to it hereunder (including, but not limited to, the review and approval of requests made for Improvements to Property and to enforce the Covenants, Limitations, and Restrictions, as provided under Sections 4.2 and 6.1 below). The Board of Directors of the District shall appoint the members of the Design Review Committee. The Design Review Committee shall initially consist of three members, one of whom shall be a Person acceptable to the Declarant and two of whom shall be Persons acceptable to the builder of residences on the Standard Residential Sites. The Design Review Committee shall (a) establish guidelines, procedures, and rules for performing its duties hereunder (including, but not limited to, bylaws for the conduct of governance of its meetings), (b) submit such bylaws, guidelines, procedures, and rules to the Board of Directors of the District for their approval, and (c) thereafter, follow such bylaws, guidelines, procedures, and rules. Members of the Design Review Committee need not be members of the Board of Directors of the District or Owners. The Design Review Committee is not empowered by this Master Declaration to levy assessments against Owners of Sites subject to this Master Declaration to provide for the maintenance of and improvements to the Common Area or for the cost of insurance, real property taxes, and cost of maintenance of other real property that is subject to this Master Declaration.

2.16 Design Standards. "Design Standards" means the Cumberland Green Design Standards, as the same may be amended from time to time by the Design Review Committee. The term "Design Standards" is more particularly defined in Section 6.5 of this Master Declaration.

2.17 District. "District" means one or more metropolitan or other types of special districts that are organized as quasi-public corporations under the laws of the State of Colorado that include within their boundaries any portion of the Community Area. Each individual District also may be referred to herein by the legal name of such District. The term District includes (a) the Cumberland Green Metropolitan District and (b) any other Districts that may be subsequently formed and located within the boundaries of the Community Area.

2.18 Estate Residential Sites. "Estate Residential Sites" means those Residential Sites in the Project Area that contain one-half acre or more. The initial Estate Residential Sites are located in that portion of the Project Area that will be platted as Lots 1 through 17, inclusive, Cumberland Green Filing No. 2, El Paso County, Colorado. In addition, Estate Residential Sites may be located in the second phase of the Cumberland Green development that is more particularly described and is included in the Includible Area.

2.19 FHA. "FHA" means the Federal Housing Administration of the United States Department of Housing and Urban Development, including such department or agency of the United

States government as shall succeed to the FHA in insuring notes secured by mortgages and deeds of trust on residential real estate.

2.20 FHLMC. "FHLMC" means the Federal Home Loan Mortgage Corporation or The Mortgage Corporation created by Title III of the Emergency Home Finance Act of 1970, including any successors thereto.

2.21 First Subdivision. "First Subdivision" means all of the real property described in Exhibit A attached hereto and incorporated herein by this reference, which property the Declarant intends to develop as Residential Sites and Common Area.

2.22 FNMA. "FNMA" means the Federal National Mortgage Association, a government-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

2.23 GNMA. "GNMA" means the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, including any successor thereto.

2.24 Government Mortgage Agencies. "Government Mortgage Agencies" means the FHA, the VA, the FHLMC, the GNMA, the FNMA, or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make, or purchase Mortgage loans.

2.25 HUD. "HUD" means the United States Department of Housing and Urban Development.

2.26 Improvements. "Improvements" means all structures and any appurtenances thereto and equipment of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, basketball poles and/or backboards, playground equipment, flagpoles, clotheslines, roads, drive-ways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping (both organic and non-organic), hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, antennae, satellite dishes, public access electronic terminals, exterior air conditioning, and exterior water softener fixtures.

2.27 Improvements to Property. "Improvements to Property" means any change, alteration, or addition to any property within the Community Area. The term "Improvement to Property" is more particularly defined in Section 6.2 of this Master Declaration.

2.28 Includible Area. "Includible Area" means the real property described on Exhibit B attached hereto less (a) the real property described on Exhibit A attached hereto and (b) any portion of the Includible Area that, from time to time, is included into and made subject to this Master Declaration pursuant to Article 3 of this Master Declaration. The Includible Area may be expanded or contracted as provided in Section 3.5 of this Master Declaration.

2.29 Included Property. "Included Property" means the real property described in a Notice of Inclusion that is included into and made a part of the Community Area as more particularly set forth in Article 3 of this Master Declaration.

2.30 Including Party and Including Parties. "Including Party" and "Including Parties" mean the Declarant and any other Person or Persons that have been designated in a Recorded designation as a Principal Builder or other party having the power to include property into the Community Area.

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

2.32 Master Declaration. "Master Declaration" means this instrument as it may be amended from time to time.

2.33 Mortgage. "Mortgage" means any mortgage or deed of trust or other such instrument, given voluntarily by the Owner of a Site, encumbering the Site to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage." "First Mortgage" means a Mortgage which has priority over all other security interests in a Site, other than statutory liens for taxes and special assessments, and shall include an executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration or its assigns, and whether Recorded or not.

2.34 Mortgagee. "Mortgagee" means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee. "First Mortgagee" means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the Administrator of Veterans Affairs (Veterans Administration).

2.35 Mortgagor. "Mortgagor" means the Person who mortgages his or its property to another (i.e., the maker or grantor of a Mortgage). The term "Mortgagor" shall include a trustor or grantor under a Deed of Trust.

2.36 Notice of Completion. "Notice of Completion" means written notice to the Design Review Committee of the completion of any Improvement to Property.

2.37 Notice of Inclusion. "Notice of Inclusion" means a written notice to be Recorded by a Declarant or a Principal Builder that is also an Owner for including additional real property into the Community Area. The term "Notice of Inclusion" is more particularly defined in Section 3.3 of this Master Declaration.

2.38 Notice of Non-Compliance. "Notice of Non-Compliance" means written notice from the Design Review Committee of the completion of any Improvement that does not conform to the requirements of this Master Declaration.

2.39 Notice of Withdrawal. "Notice of Withdrawal" means a written notice to be Recorded for withdrawing property from the Community Area. The term "Notice of Withdrawal" is more particularly defined in Section 3.4 of this Master Declaration.

2.40 Officers. "Officer" means (a) with respect to a District, an officer of the District as such officers may, from time to time, be appointed by such District and (b) with respect to any Subdistrict, an officer of such Subdistrict as such officers may, from time to time, be appointed by such Subdistrict.

2.41 Owner. "Owner" means the Person, including the Declarant, or, if more than one, all Persons, collectively, who hold fee simple title of Record to a Site or any Common Area, including sellers under executory contracts of sale and excluding buyers thereunder.

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

2.43 Plat. "Plat" means a development plan, planned building group, plat, or similar filing that includes a Site, a portion of the Community Area, or a portion of the Common Area that has been (a) approved by the City and (b) Recorded.

2.44 Principal Builder. "Principal Builder" means an Owner that (a) acquires one or more vacant Residential Sites for the purpose of developing infrastructure on such Sites for sale to another Principal Builder or for the construction of a single-family residential structure thereon for resale to the ultimate purchaser thereof and (b) is designated by the Declarant as a "Principal Builder" in a Recorded writing. Such Recorded writing also may assign to a Principal Builder designated therein some or all of the rights of the Declarant which may be exercised in connection with the development of Sites acquired by such Principal Builder and designate a Principal Builder as an Including Party entitled to include property into the Community Area. Chartercraft Homes, Inc., a Colorado corporation, and Oakwood Homes LLC, a Colorado limited liability company, are hereby designated Principal Builders for all purposes under this Master Declaration. Oakwood Homes LLC, a Colorado limited liability company, is designated as the initial Principal Builder with respect to the Standard Residential Sites located in Cumberland Green Filing No. 1, El Paso County, Colorado, and Chartercraft Homes, Inc., is designated as the initial Principal Builder with respect to the Estate Residential Sites located in Cumberland Green Filing No. 2, El Paso County, Colorado.

2.45 Project Area. "Project Area" means the aggregate of the Community Area, which is subject to this Master Declaration at any point in time, and the Includible Area, which may at any time thereafter be included into the Community Area and thereby be made subject to this Master Declaration.

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

2.47 Resident. "Resident" means each Person occupying a Site and includes, but is not necessarily limited to, each Owner, tenant, or other occupant of a Site.

2.48 Residential Site. "Residential Site" means any Site zoned and used for single-family or multi-family residential purposes. The Residential Sites consist of (a) the Estate Residential Sites

that contain one acre or more and are located in that portion of the Project Area that will be platted as Lots 1 through 17, inclusive, Cumberland Green Filing No. 2, El Paso County, Colorado, and (b) the Standard Residential Sites that contain less than one acre and are located in (i) that portion of the Project Area that will be platted as Lots 1 through 154, inclusive, Cumberland Green Filing No. 1, El Paso County, Colorado, and (ii) that portion of the Project Area that will be platted as Cumberland Green Filing No. 3, El Paso County, Colorado.

2.49 Site. "Site" means any Residential Site and any other lot or parcel of land within the Community Area that is shown upon any Plat or any other parcel of land that may be sold or conveyed without violation of the provisions of Applicable Laws pertaining to the subdivision of land. The term "Site" does not include any Common Areas or any property owned by a public body, including the City, a District, or a Subdistrict.

2.50 Standard Residential Sites. "Standard Residential Sites" means those Residential Sites in the Project Area that are (a) less than one acre and (b) located in (i) that portion of the Project Area that will be platted as Lots 1 through 154, inclusive, Cumberland Green Filing No. 1, El Paso County, Colorado or (ii) that portion of the Project Area that will be platted as Cumberland Green Filing No. 3, El Paso County, Colorado.

2.51 Subdistrict. "Subdistrict" means any special improvement or metropolitan district designated in a Supplemental Declaration or other Recorded instrument which includes within its boundaries a portion of the Community Area and whose residents are less than all of the Owners of Sites that are subject to this Master Declaration.

2.52 Successor Declarant. "Successor Declarant" means any Person that acquires some or all of the Declarant's then remaining interest in the Project Area by an instrument that may be Recorded.

2.53 Telecommunication Services and Telecommunication Facilities. "Telecommunication Services" means cable, cable television, computer, data transmission, internet and intranet access and service (and any replacement technology), telecommunication, telephone, television, and other means of communicating, receiving, and transmitting audio, video, visual, and other data signals through electrical, light wave, radio, or other technology, whether now existing or hereafter developed. "Telecommunication Facilities" means all facilities installed and used in the distribution of Telecommunication Services (including, but not limited to, cables, cabling conduits, cabling interfaces, conduits, cross connect panels, equipment cabinets, fiber, fiber interfaces, fiber transceivers, lines, network interface units, pads, patch panels and cords, pipes, power interfaces, routers/bridgers, service drop wiring and service laterals, sleeves, test equipment, wires, and other structures and improvements).

2.54 Utilities. "Utilities" means all utility services necessary for the convenient use and enjoyment of the Sites (including, but not necessarily limited to, electric, gas, water, and sewer service, and Telecommunication Facilities).

2.55 VA. "VA" means the Veterans Administration of the United States of America, including such department or agency of the United States government as shall succeed to the VA in its present function of issuing guarantees with respect to notes secured by Mortgages on Sites.

ARTICLE 3

PROPERTY SUBJECT TO MASTER DECLARATION

3.1 Property Hereby Made Subject. The Declarant hereby declares that the First Subdivision is hereby made subject to this Master Declaration.

3.2 Inclusion of Additional Property to Community Area. The Declarant and the Principal Builders shall have and the Declarant hereby reserves the right, but not the obligation, to develop the Project Area in phases. As a part of such phased development, the Declarant hereby reserves in favor of the Including Parties the right to include part or all of any property now or hereafter owned by such Including Party located within the Includible Area (as the boundaries of such area may be adjusted as set forth in Section 3.5 hereof), to the Community Area in phases so long as such Including Party owns any part of the Project Area. Inclusion of Sites as a part of such phased development shall be accomplished in accordance with a general development plan to be accomplished by the Declarant, any Principal Builder, or any Successor Declarant, which plan may be filed, if applicable, with the City and with HUD, or the VA, or their respective successors, prior to any such inclusion, if the Declarant, a Principal Builder, or a Successor Declarant obtains approval of the project or a portion thereof from FHA, HUD, or the VA. If HUD or VA approval of the project is obtained, any inclusion of land containing Residential Sites that is done by a Notice of Inclusion (as hereinafter provided) will be approved by FHA, HUD, or VA. Therefore, within the context of and in accordance with the Declarant's general development plan, homes built on Residential Sites in any property included into the Community Area shall be either substantially the same style, quality, size and cost as homes previously constructed in the same portion of the Community Area or such other cost, quality, size, and style as may be approved by the Declarant.

3.3 Manner of Inclusion. The Declarant may include real property that is part of the Includible Area into the Community Area in accordance with the provisions of this Section 3.3 as long as Declarant owns any land that is part of either the Community Area or the Includible Area, whether or not Declarant is the owner of such land. Any Person acquiring any interest in any land comprising part of the Includible Area, by their acceptance of title to such property, hereby acknowledges and agrees that Declarant shall have the right to include such land into the Community Area without the consent of such owners who shall be deemed to have designated the Declarant as their attorney-in-fact with full, irrevocable power to accomplish the inclusion of such land into the Community Area. Any other Including Party, with the consent of the Declarant, may include real property owned by it in the Includible Area into the Community Area. Any inclusion to the Community Area shall be accomplished by the Including Party and the Declarant executing and Recording (a) a Notice of Inclusion, (b) a deed conveying a Site to an Owner other than the Declarant, or a Principal Builder, or (c) a deed or Plat dedicating or conveying Common Area to the City or a District. Such deed, Notice of Inclusion, or Plat shall describe the real property to be included (the "Included Property") and shall refer to this Master Declaration, including the date and reception number for the Recordation of this Master Declaration. If an Including Party exercises this right, any such property included into the Community Area shall be subject to the terms and conditions of this Master Declaration. No approval of any other Owners or Mortgagees, other than the Declarant, shall be required.

3.4 Withdrawal of Included Property by the Declarant. Included Property for which a Notice of Inclusion has been Recorded may be withdrawn from the Community Area and from this Master Declaration by the Including Party to correct a surveyor error, a technical or clerical error, or

other error, or for such other reason as the Declarant and the Owner of the Included Property being withdrawn may determine; provided, however, only a Declarant, an Including Party, or a Principal Builder may withdraw property from the Community Area pursuant to this provision. Such withdrawal may be accomplished by the execution, acknowledgment, and Recording of a notice (a "Notice of Withdrawal") of such withdrawal. The Notice of Withdrawal shall (a) be executed and acknowledged by the Owner of the Included Property being withdrawn, (b) if the Included Property is not then owned by the Declarant, contain the executed and acknowledged written consent of the Declarant for so long as the Declarant owns any property in the Includible Area and has the power to include additional property to the Community Area, (c) contain an adequate legal description of the Included Property being withdrawn from the Community Area, (d) contain a reference to the Notice of Inclusion for the Included Property, which reference shall state the date thereof, the date Recorded, and the book and page of where the Notice of Inclusion was Recorded, and (e) contain a statement and declaration that such Included Property is being withdrawn from the Community Area and shall not be thereafter subject to this Master Declaration or Notice of Inclusion for the Included Property. The withdrawal shall be effective upon Recording of the Notice of Withdrawal and, upon Recording of the Notice of Withdrawal, the Included Property described therein shall no longer be part of the Community Area or subject to this Master Declaration.

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

ARTICLE 4

COVENANTS, LIMITATIONS, AND RESTRICTIONS ON COMMUNITY AREA

4.1 Covenants, Limitations, and Restrictions on Community Area. Subject to the exemptions of the Declarant and the Principal Builders set forth in this Master Declaration, all real property within the Community Area shall be held, used, and enjoyed subject to the following covenants, limitations, and restrictions set forth in this Article 4 as well as the other covenants, limitations, and restrictions set forth in this Master Declaration. The strict application of the covenants, limitations, and restrictions set forth in this Article 4 and in this Master Declaration in any specific case may be modified or waived in whole or in part by the Design Review Committee if such strict application would be unreasonably or unduly harsh under the circumstances and such modification or waiver is in writing or is contained in written guidelines or rules promulgated by the Design Review Committee. The Community Area shall be subject to the following covenants, limitations, and restrictions:

(a) General Maintenance of Improvements. No property within the Community Area shall be permitted to fall into disrepair, and all property within the Community Area, including any improvements and landscaping thereon, shall be kept and maintained in a clean, safe, attractive, and sightly condition, in good repair, and in accordance with all Applicable Laws. Maintenance, repair, and upkeep of the Community Area shall be allocated among the Owners as follows: (A) the maintenance, repair, and upkeep of each Site shall be the responsibility of the Owner of the Site and (B) the maintenance, repair, and upkeep of all other Common Areas shall be the responsibility of the District except as may otherwise be provided herein or in a Notice of Inclusion, or other Recorded instrument. At its option, the District may contract with third parties to perform its maintenance, repair, and upkeep obligations hereunder. Nothing shall be done or kept on any property within the Community Area in violation of any Applicable Laws.

(b) Maintenance of Drainage. All Owners of real property within the Community Area shall be responsible for maintenance of the established drainage pattern on such real property in accordance with the grading plan for the Project Area established by the Declarant and approved by the City and the Design Review Committee. There shall be no interference by any Owner with the established drainage pattern over any property within the Community Area, except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The Owner of real property for which the established drainage pattern is changed shall be solely liable for the impact of such changes on adjacent Sites, Common Areas, adjacent properties outside the Community Area, or public property. The "established drainage pattern" means the drainage pattern that exists at the time the approved grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the City. The established drainage pattern may include the drainage pattern (i) from Common Areas over other portions of the Common Area and over any Site; (ii) from any Site over Common Areas; (iii) from any property owned by the City, a District, or other Persons over any Site; (iv) from any Site over property owned by the City, a District, or other Persons; (v) from any Site over another Site; and (vi) from any Site over properties outside the Community Area.

(c) Maintenances of Fences.

(i) Maintenance of Fencing by Owner. Each Owner of a Site shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence

located on such Owner's Site, unless such fence is to be maintained by the District or a Subdistrict, as hereinafter provided. Any fence located on a lot line between two Sites shall be maintained jointly by the Owners of such Sites if the Declarant or a Principal Builder installed the fence. Any fence located on a lot line between two Sites that was installed by one of the Owners shall be maintained by the Owner who installed the fence. The Owners are hereby granted an easement across adjacent Sites for the purpose of maintaining, repairing, and replacing any fence installed by such Owner.

(ii) Maintenance of Community Fences by District. If a fence or portion thereof (a "Community Fence") is located on a lot line separating a Site from an adjoining public right-of-way, street, publicly owned tract, or parcel of land, Common Area, or other property which is not an adjoining Site, then the District shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, such Community Fence. The District is hereby granted an easement across all Sites for the purpose of maintaining, repairing, and replacing Community Fences. Any fence located on any property owned by the District shall also be considered part of the Community Fences and shall be maintained by the District. The District also shall maintain as Community Fences all fences located on public rights-of-way consistent with or as required under any Development Agreements between the City and the Declarant or any Plat requirements. If the responsibility for maintaining Community Fences for Sites and Common Area is assigned to a Subdistrict, then (A) such Subdistrict shall be responsible for and shall maintain, repair, and replace the Community Fences for Sites and Common Area and (B) the easement granted to the District hereunder shall also be for the benefit and use of such Subdistrict.

(iii) Installation of Fencing by Owner. Any Owner constructing, erecting, installing, modifying, or replacing a fence shall obtain the prior approval of (A) the Design Review Committee, (B) with respect to Estate Residential Sites, all Principal Builders then constructing residences on Estate Residential Sites, and (C) with respect to Standard Residential Sites, all Principal Builders then constructing residences on Standard Residential Sites. New or replacement fences shall comply with the Design Standards which may be adopted by the Design Review Committee. An Owner shall not modify or replace a Community Fence adjoining its Site without prior written approval from the Design Review Committee.

(d) Maintenance of Landscaping. Except for the Declarant and Principal Builders, each Owner of a Site shall maintain landscaping on a Site in accordance with the following:

(i) Approved Landscaping Plans. Except for the Declarant and Principal Builders, each Owner of a Site shall, within ninety (90) days following acquisition of a Site, (A) submit and obtain approval of an Approved Landscaping Plan and (B) install such landscaping in accordance with such Approved Landscape Plan within: (1) ninety (90) days after approval of the Approved Landscape Plan (for approvals given between April first and September thirtieth of a calendar year); (2) a reasonable period of time after approval of the Approved Landscape Plan (for approvals given between October first and March thirty-first of a calendar year) as determined by the Design Review Committee and based upon weather conditions; or (3) such longer period of time as may be approved by the Design Review Committee based upon other factors beyond the control of the Owner. All landscaping plans shall be consistent with the Design Standards issued from time to time by the Design Review Committee.

(ii) Changes in Approved Landscaping Plans. An Owner may vary an Approved Landscape Plan only with the prior written approval of (A) the Design Review Committee,

(B) with respect to Estate Residential Sites, all Principal Builders then constructing residences on Estate Residential Sites, and (C) with respect to Standard Residential Sites, all Principal Builders then constructing residences on Standard Residential Sites. Following such written approval, such amended plan shall be the Approved Landscape Plan for such site for purposes of this provision and any further revisions may only be made with the prior written approval of the Design Review Committee and the Principal Builders, as provided above.

(iii) Removal of Dead Landscaping. Dead or dying landscape materials on a Site shall be replaced as soon as possible by the Owner thereof, taking into account weather conditions affecting the planting of replacement landscaping, and all landscaping shall be regularly maintained in a neat and trim manner.

(iv) Watering Systems. Automatic irrigation systems on a Site shall be required and shall be maintained and operated by the Owner of the Site in such a fashion as to conserve water to the maximum extent practicable while still maintaining landscaping in an attractive condition. The grass and other landscaped areas in all yards and other portions of every Site on which no building has been constructed shall be maintained in an attractive condition. Each Owner of a Site shall keep it free from brush or other growth or trash that, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire.

(e) No Annoying Lights or Odors. No light, odor, or sounds shall be emitted from any property within the Community Area that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, and, except for those used in connection with the Common Area Facilities, no exterior lights of unreasonable brightness or intensity shall be located or used on any property except with the prior written approval of the Design Review Committee. All materials located upon a Site that create or cause an odor shall be removed immediately by the Owner of the Site. Notwithstanding the foregoing, special gatherings of residents within the community and their invited guests (family parties, block parties, community garage sales, and similar activities) which may utilize outdoor lights and speakers may be permitted, if the event has first been approved by the Design Review Committee and is permitted under all Applicable Laws. Any approval by the Design Review Committee under this Section 4.1(e) may impose conditions on the amount of light, noise level, location, hours, number of participants, and other matters in connection with any approval of the gathering or the generation of light or noise or both in the Community Area.

(f) No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any property within the Community Area that is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Community Area and no open fires shall be lighted or permitted on any property within the Community Area except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers. No exploding fireworks shall be discharged within the Community Area and no fireworks shall be permitted unless such fireworks comply with all Applicable Laws.

(g) No Mining or Drilling. No property within the Community Area shall be used for mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth.

(h) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Site or other portion of the Community Area. Nothing shall be done or placed on any portion of the Community Area that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

(i) No Storage of Explosives, Gasoline, and Similar Substances. No Residential Site shall be used for storage of explosives, gasoline, or other volatile or incendiary materials or devices. Gasoline or fuel for an Owner of a lawn mower, snowblower, and the like may be maintained on an incidental basis on a Residential Site if the amount so kept does not exceed five gallons and is kept in UL approved containers. An Owner or occupant of a Commercial Site and any other Owner of property within the Community Area shall store gasoline or other volatile or incendiary materials or devices only in a manner that is in strict accordance with all Applicable Laws.

(j) No Unsightliness. All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment when not in actual use, shall be enclosed within a structure. The Design Review Committee may specify what conditions and objects constitute "unsightliness" by rules and regulations duly adopted by the Design Review Committee. The Design Review Committee may approve outdoor storage of such items and conditions for any Commercial Sites and the Estate Residential Sites if any such outdoor storage conforms to the requirements of Applicable Laws.

(k) Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on any Site, then, within a reasonable period following such damage or destruction, the Owner thereof shall cause (i) the damaged or destroyed Improvement to be restored or replaced in a timely manner to its original condition or such other condition as may be approved in writing by the Design Review Committee in accordance with Article 6 hereof or (ii) the Owner shall cause the damaged or destroyed Improvement to be demolished and the Site to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

(l) Restrictions on Air Conditioning and Heating Equipment. No heating, air conditioning, solar collectors, evaporative coolers, or refrigeration equipment shall be placed, allowed, or maintained anywhere on a Site or the Common Area or any structure other than within a structure or on the ground and shall be screened from public view in accordance with plans approved by the Design Review Committee.

(m) Restrictions on Animals. The Residential Sites shall be subject to the following restrictions:

(i) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Standard Residential Site except for (A) domesticated birds or fish and other small domestic animals permanently confined indoors (not including potbellied pigs and other animals capable of being domesticated that are excluded pursuant to rules and regulations adopted by the Design Review Committee and approved by any Principal Builders then constructing residences on the Standard Residential Sites) and (B) an aggregate of not more than two domesticated dogs (which must be fenced or restrained in a fenced side yard or in the backyard of a

Standard Residential Site or kept inside the residence at all times within a Standard Residential Site) and three domesticated cats (not including famed wildlife). Pet fencing may include an invisible fence on or within the perimeter boundary of a Standard Residential Site. An owner of pet otherwise permitted hereby shall not keep, breed, or maintain such pet for any commercial purpose on a Standard Residential Site. A pet owner may not leash or allow a pet to run in the front yard or unfenced side yards of any Standard Residential Site. Notwithstanding the foregoing, Owners and occupants may take their household pets for walks outside the Standard Residential Site in compliance with the following requirement: all household pets (except domesticated cats) shall be controlled by their Owner and shall not be allowed off a Standard Residential Site except when properly leashed and accompanied by the pet owner or the representative of such pet owner.

(ii) The Design Review Committee may establish different standards for Estate Residential Sites that (A) impose reasonable restrictions on the ownership and possession of pets on the Estate Residential Sites, (B) consider the size of the Estate Residential Sites, (C) are consistent with Applicable Laws, (D) preserve the residential character of the Estate Residential Sites, and (E) are acceptable to the Principal Builders that are then constructing residences on the Estate Residential Sites.

(iii) Each owner of a household pet shall be financially responsible and liable for any damage caused by such pet (including, but not limited to, any damages caused to the Common Area, wildlife, and Sites owned by any other Persons; injuries to any Persons; or otherwise). Owners of pets shall clean animal waste on a regular basis and shall replace landscaping damaged by their pets. Within the Community Area, an owner of a pet shall immediately remove any animal waste deposited by such owner's pet. No animal of any kind shall be permitted on any Site that, in the opinion of the Design Review Committee, makes an unreasonable amount of noise or odor or chases or otherwise harasses wildlife within the Community Area or adjacent public or private properties or is a nuisance.

(n) Restrictions on Antennae, Pipes, Utility Lines, and Transmitters. Pipes for water, gas, sewer, drainage, or other purposes for a Site, and wires, poles, aerials, antennae, satellite dishes, and other facilities for the Telecommunication Facilities or electricity, and utility meters or other utility facilities for a site shall be kept and maintained, to the extent possible, underground or within an enclosed structure. Any Telecommunication Facility for the transmission or reception of audio, data, or video signals (except those located entirely inside a residence) located on a Residential Site shall be screened from view from streets and adjacent Sites. Any Telecommunication Facility for the transmission or reception of audio or visual signals (except those located entirely inside a structure) shall first be approved by the Design Review Committee. The Design Review Committee shall act on applications for approval of satellite dishes and antennae in accordance with the requirements of the Federal Telecommunications Act of 1996, and any applicable regulations adopted pursuant thereto, as such statute and regulations may be amended from time to time. With the approval of the Design Review Committee, a master antenna or cable television antenna may, but need not, be provided for use of all Owners or a group of Owners, and the Declarant may grant easements for such purposes. Antennae for shortwave or HAM radio operation are prohibited unless it can be demonstrated that said antennae can be screened from view similar to a television satellite dish or similar equipment or unless the Design Review Committee is

prohibited from excluding such antennae from the Community Area under applicable federal or state law.

(o) Restrictions on Construction Type and Building Height. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Site, except as expressly hereinafter provided for temporary buildings. No building shall exceed in height the maximum height approved in writing by the Design Review Committee. The Design Review Committee may permit outbuildings or similar structures on the Estate Residential Sites if all of such structures must be architecturally similar to the main building on such Site.

(p) Restriction on Further Subdivision of Sites. The Owner of a Site shall not further subdivide that Site without the approval of the Design Review Committee. The Design Review Committee may condition its approval upon approval of the City and compliance with all Applicable Laws.

(q) Restrictions on Garbage and Trash. No bulk materials, compost, garbage, grass clippings, lumber, metal, refuse, scrap, shrub clippings, plant waste, trash, tree clippings, or debris of any kind shall be kept, stored, or allowed to accumulate on any Site except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. All trash containers shall have a cover that is resistant to animals that may be attracted to trash. As of the date of the recording of this Declaration, the City collects and disposes of trash. If the City ceases collecting and disposing of trash, then the Design Review Committee may (i) prescribe the types of permitted trash containers by rules which shall be followed by all Owners after adoption and (ii) contract with a common service to collect and dispose of trash and, in conjunction therewith, may require Owners in all or a designated part of the Community Area to use such common service for the collection and disposal of trash.

(r) Restrictions on Playground Equipment on Residential Sites. On the Standard Residential Sites and without the prior written consent of the Design Review Committee, no playground equipment above six feet in height, as measured from the rear ground level door or porch of any home built on such Standard Residential Site, shall be erected on such Standard Residential Site. No basketball backboards may be attached to a structure on any Residential Site. Freestanding basketball backboards shall be made of standard manufacturer's materials and colors. Temporary, portable basketball backboards and poles may not be used within public streets and shall be stored out of view from adjacent properties and streets except when in use.

(s) Restriction on Property Uses. All Sites shall be used for residential or commercial purposes as permitted under all Applicable Laws (including, but not limited to, applicable building, zoning, and other requirements of the City). No residential dwelling erected or maintained within the Community Area shall be used or occupied for any purpose other than for a single-family detached dwelling or single-family attached dwelling or for a multi-family dwelling, except in areas zoned for mixed-use purposes which allow residential and commercial uses to be located in the same building. Notwithstanding the foregoing, business activities associated with the sale of Sites or residences constructed thereon shall be allowed (including construction trailers, sales offices, and model homes used by Declarant or a Principal Builder), provided that all construction trailers and sale offices of a Principal Builder shall comply with all Applicable Laws and with the regulations and rules established for such offices and trailers by the City, the Declarant, and the

Design Review Committee. In addition, in-home businesses not involving the use of employees in the residence, other than the Owner(s) or occupant(s) of the Site on which such activities occur or their family members, shall be allowed on Residential Sites if (i) permitted under all Applicable Laws, (ii) such activities are conducted solely within the residence, and (iii) such activities do not (A) create or result in any offensive or noxious activities, (B) constitute a nuisance, or (C) result in customers, employees, or clients coming to the residence for purposes related to the business or parking in the public streets, other than for private lessons given by the Owner(s) or occupant(s) of the Site or their family members, and such activities are first approved by the Design Review Committee. In-home day care services may be provided on Residential Sites only if permitted under and provided in accordance with the requirements of all Applicable Laws and if approved by the Design Review Committee. The Design Review Committee may impose conditions on any use permitted under this Section.

(t) Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Community Area without the prior written consent of the City and the Design Review Committee, except a central sewage disposal system installed and maintained by a water and sanitation district or other sanitation agency providing sewage disposal services to a significant portion of the Community Area. Any sewage disposal system installed for property within the Community Area shall be subject to all Applicable Laws and the regulations and rules of the Design Review Committee and the District.

(u) Restrictions on Signs and Advertising. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Community Area so as to be evident to public view, except signs as may be approved in writing by the Design Review Committee or which are permitted herein. A sign advertising a Site for sale or for lease may be placed on such Site; provided, however, that the dimensions, color, style, and location of such sign shall be subject to the sign code requirements of the Design Review Committee. The provisions of this Section shall not apply to the Declarant or a Principal Builder if such signage is governed by a development or subdivision agreement with the City.

(v) Restriction on Temporary Structures. No tent, shack, storage shed, playhouse, temporary structure, or temporary building other than those placed within the Community Area by the Declarant or a Principal Builder in connection with the sale of Sites or construction and sale of Improvements on Sites shall be placed upon any property within the Community Area except with the prior written consent of the Design Review Committee obtained in each instance, subject to such conditions or restrictions as may be required by the Design Review Committee. No building materials shall be stored on any Site except temporarily during continuous construction of an Improvement on the same Site or inside a residence.

(w) Restrictions on Trailers, Campers, and Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck (other than a ¾-ton or smaller pick-up truck not used for commercial purposes), towed trailer unit, motorcycle, snowmobiles, disabled, junk, or abandoned vehicles, motor home, mobile home, camper, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting, or commercial use, shall be parked or stored in, on, or about any Commercial Site or Standard Residential Site or street within the Community Area. Notwithstanding the foregoing, (i) campers may be stored on an Estate Residential Site if they are within an enclosure that complies with the Design Standards of the Design Review Committee, (ii) vehicles may be stored within an attached garage on a Site, and (iii) vehicles may be stored on a Site if they are concealed from view in a location and in a manner that is first approved in writing by the

(k) Restriction on Vehicle Repairs. No maintenance (other than washing and polishing vehicles), servicing, repair, dismantling, or repainting of any type of vehicle, boat, trailer, machine, or device may be carried on upon any Residential Site, except within a completely enclosed structure which screens the sight and sound of the activity from the street and from other Sites, Common Areas, and public property.

(z) Restrictions on Construction Activities. Normal construction activities carried out by the Declarant or a Principal Builder within the Community Area or carried out by an Owner or Owner's contractor in connection with Improvements to Property approved by the Design Review Committee or an architectural review or similar committee created under a Supplemental Declaration shall not be deemed a violation of any of the provisions of this Article 4. All contractors (including a Principal Builder) engaged in construction activities within the Community Area shall ensure that (i) all construction activities comply with all Applicable Laws, (ii) construction debris is removed from the Community Area on a regular basis, (iii) streets are cleaned of mud, dirt, and debris caused by such contractor or its subcontractors, and (iv) any damage to curbs, sidewalks, streets, Telecommunication Facilities, Utilities, and any other Improvements within the Community Area caused by such contractor or any of its subcontractors is repaired in a timely manner.

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(a) Entry onto Site. Each Owner, by its acceptance of title to a Site, hereby grants the Design Review Committee permission to enter the Site of the Owner and cure a breach or violation of a Limitation or Restriction or cause compliance with this provision and to recover the costs and expenses incurred in so doing; provided, however, that (i) there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists and (ii) the Design Review Committee shall provide reasonable notice to an Owner before entering a Site. Notice shall not be required in emergencies if the Owner, Owners, occupant, or occupants of each affected Site are warned of the impending emergency entry as early as is reasonably possible.

(b) Non-Liability for District Action or Inaction. There shall be no liability imposed on any of the Benefited Parties for any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims arising directly or indirectly from or otherwise in connection with the performance of the duties imposed upon the District, a Subdistrict, or the Design Review Committee by this Master Declaration (including, but not limited to, the provisions of this Article 4). Neither the Design Review Committee nor the District or any Subdistrict shall be responsible for reviewing (nor shall its approval of an Improvement to Property be deemed approval of) any aspect of the ownership or use of a Site from the standpoint of either (i) safety, whether structural or otherwise, or (ii) conformance with building codes or other Applicable Laws.

(c) No Implied Waiver or Estoppel. No action or failure to act by the Design Review Committee or the Declarant shall constitute a waiver or estoppel with respect to future action by the Design Review Committee or the Declarant with respect to any Limitation and Restriction.

(d) Delegation and Termination of Rights. The enforcement of the Covenants, Limitations, and Restrictions hereof may be delegated in whole or in part by the Declarant and the Design Review Committee to one or more committees created by the Declarant or by the Design Review Committee or to a Subdistrict with respect to a portion of the Community Area described in a deed or Notice of Inclusion; provided, however, that any such delegation shall not relieve the District of its obligations and rights to enforce the Covenants, Limitations, and Restrictions in its own name.

(e) Attorneys' Fees and Costs. If the Declarant or the Design Review Committee commences an action or arbitration proceeding to enforce any of the Covenants, Limitations, and Restrictions and the arbitrator or judge in such proceeding determines that the Declarant or the Design Review Committee is the substantially prevailing party, then, as a part of any award or judgment which such arbitrator or judge may award, the Declarant or the Design Review Committee shall also be awarded its costs and reasonable attorneys' fees incurred by it in such proceeding.

ARTICLE 5

EASEMENTS AND DISCLOSURES

5.1 Easements. In addition to any other easements which may be granted or reserved elsewhere in this Master Declaration, this Article 5 describes (a) the disclosures regarding the Project Area and the easements (the "Easements") that are declared, established, granted, and reserved hereby as more particularly set forth in Sections 5.2 through 5.7 hereof, (b) the limitations on the Easements declared, established, granted, and reserved hereby (Section 5.8 hereof), and (c) the

easements and other matters to which the Community Area is or may be subject (Section 5.10 hereof).

5.2 Easements for Access. The Declarant hereby declares, establishes, grants, and reserves easements over each Site in favor of the District, including the agents, contractors, and employees thereof, for performing maintenance, repair, or replacement or other services as provided in this Master Declaration, including, without limitation, maintenance, repair, or replacement pursuant to Article 4 hereof. If damage is inflicted or if a strong likelihood exists that damage will be inflicted on the Common Area, any other property, or any Site, then (a) the Owner or Owners responsible for such damage will be responsible for the cost and expense of repairing or avoiding such damage and (b) the District may, at its option and after reasonable advance notice to the Owner or Owners responsible, take steps necessary to avoid or mitigate damage. If an Owner or Owners are responsible for such damage, then such Owner or Owners will reimburse the District the cost and expense of avoiding or repairing such damage. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner or Owners or occupant or occupants of any affected Site; provided, however, that no such notice shall be required in emergency situations if the Owner or Owners or occupant or occupants of each affected Site are warned of impending emergency entry as early as is reasonably possible. The interior of any residence located on a Site shall not be subject to the easements provided for in this Section.

5.3 Easements for Drainage Patterns. The Declarant hereby declares, establishes, grants, and reserves, to itself and to the District, easements for the general drainage patterns established on real property in the Community Area by the drainage plan for the Project Area that has been approved by the City and the District. The Declarant reserves to itself and to the District the right to enter in and upon each five-foot rear and side yard drainage easements established pursuant to Section 5.4 hereof, at any time, to construct, repair, replace, or change drainage structures or drainage ways, or to perform such grading, drainage, or corrective work as the Declarant or the District may deem necessary or desirable in their sole discretion from time to time to maintain drainage in accordance with the general drainage pattern established for the Project Area.

5.4 Easements for Drainage on Sites. The Declarant hereby declares, establishes, grants, and reserves, to itself and to the District, easements for drainage and drainage facilities across the five rear feet and five side feet of each Site; provided, however, that if a residence is located upon any of the areas described in this Section 5.4, then such easement shall be reduced in width to the width of the distance from the nearest Site line to the exterior wall of the dwelling unit on such Site that is nearest to such Site line. Except for residences as provided in this Section 5.4, no Improvements shall be placed or permitted to remain on any Site, nor shall any change in grading be permitted to exist, which may change the direction of flow or obstruct or retard the flow of water or other moisture through channels or swales within such rear and side yard drainage easements. The Declarant reserves to itself and to the District the right to enter in and upon each five-foot rear and side yard drainage easements, at any time, to construct, repair, replace, or change drainage structures or drainage ways, or to perform such grading, drainage, or corrective work as the Declarant or the District may deem necessary or desirable in its sole discretion from time to time.

5.5 Easement for Encroachments. To the extent that any Improvement on a Site, or on the Common Area, encroaches on any other Site or Common Area, the Declarant hereby declares, establishes, grants, and reserves a valid easement for such encroachment.

5.6 Easements and Disclosures Regarding Common Area Facilities. The following disclosures are made and easements established with respect to the Common Area Facilities:

(a) Easement for Operation of Common Area Facilities. The Declarant hereby declares, establishes, grants, and reserves to itself, to the City, to the District, and to any Subdistrict allocated the responsibility of operating a Common Area Facility, and to their respective assigns, concessionaires, licensees, and representatives, a nonexclusive easement over the Community Area for the purpose of permitting (i) the performance of every act necessary and proper for the operation and use of the Common Area Facilities, (ii) the effect on such Site of one or more of the risks disclosed hereby as one of the Common Area Facilities Risks, (iii) light, noise, and sound emanating from the operation and use of the Common Area Facilities for their intended uses and purposes, and (iv) overspray in connection with the watering or fertilizing of the Common Area Facilities.

(b) Proximity to the Common Area Facilities: Acceptance and Acknowledgment of Risks. Portions of the Community Area and the Includible Area adjoin, are adjacent to, border, or are otherwise near the Common Area Facilities and are subject to the Common Area Facilities Risks. Each Owner and each Resident, by acceptance of a deed to a Site or the use or occupancy of a structure within the Community Area, is hereby deemed to have assumed and agreed to accept the Common Area Facilities Risks. By acceptance of a deed to a Site, each Owner hereby acknowledges that portions of the Community Area adjoin, are adjacent to, border, or are otherwise near the Common Area Facilities and are subject to the Common Area Facilities Risks. By the use or occupancy of a structure, each Resident hereby acknowledges that portions of the Community Area adjoin, are adjacent to, border, or are otherwise near the Common Area Facilities and are subject to the Common Area Facilities Risks.

(c) Release by Owner of Claims Relating to Risks. Each Owner agrees that, by acceptance of a deed to a Site within the Community Area, and each Resident, by occupancy of a structure within the Community Area, hereby discharges and releases the Benefited from all Claims (as that term is hereinafter defined) and waives all Claims against the Benefited Parties. The foregoing discharge, release, and waiver are made by each Owner and Resident to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, guests, invitees, lessees, personal representatives, representatives, and successors, and for any Person occupying any Improvement on the Community Area by, through, under, or with the permission of each Owner and Resident. As used in this Section 5.6(c), the term "Claims" means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims arising directly or indirectly from or otherwise in connection with the design, development, or construction by the Declarant, a District, or a Principal Builder of a Common Area Facility.

(d) Covenant Not to Sue. Each Owner, by acceptance of a Site, and each Resident, by the use or occupancy of a structure within the Community Area, hereby further agrees that it will not assert, institute, maintain, or prosecute any Proceeding (as that term is hereinafter defined) against the Benefited Parties, or any of them, for or on account of any Claim. As used herein, the term "Proceeding" means any action, civil action, suit at law, claim in equity, arbitration, or other proceeding against the Benefited Parties or any of them.

5.7 Easement and Reserved Rights for Telecommunication Facilities, Telecommunication Services, and Utilities. The Declarant hereby declares, establishes, grants, and reserves for the benefit of itself and the District a blanket easement (the "Telecommunication Facilities and Utilities Easement") upon, across, over, and under the Community Area for Telecommunication Facilities

and Utilities and for the construction, installation, maintenance, replacement, and repair of Telecommunication Facilities and Utilities. By virtue of the Telecommunication Facilities and Utilities Easement, it shall be expressly permissible for the Declarant, the District, and their respective assignees or designees to (a) erect and maintain the necessary appurtenances, equipment, lines, and other facilities on the Community Area that are needed for Telecommunication Facilities and Utilities and (b) affix, maintain, repair, and replace the necessary appurtenances, equipment, lines, and other facilities necessary or desirable for the operation, repair, replacement, and use of the Telecommunication Facilities and the Utilities. The Telecommunication Facilities and Utilities Easement is subject to the right of the Declarant, the District, a Principal Builder, or an Owner to construct Improvements on a Site, and the blanket easement is intended only to encumber those portions of the Community Area that are not now or hereafter improved by Improvements constructed in accordance with the terms of this Declaration.

5.8 Limitations on Easements. Notwithstanding anything to the contrary contained herein, the Easements declared, established, granted, and reserved in Sections 5.2 through 5.7 hereof (a) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Community Area, (b) may be amended, limited, modified, restricted, or terminated by the Declarant by means of a Recorded Instrument, and (c) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Site which is otherwise permitted by the terms of this Declaration or which is otherwise approved by the Design Review Committee.

5.9 Delegation and Termination of Rights. The duties, easements, responsibilities, and rights that are reserved and granted pursuant to Sections 5.2 through 5.7 hereof may be delegated in whole or in part by the Declarant or the District to (a) an agent or management company that is acting on behalf of the Declarant or the District with respect to all or part of the Community Area, (b) a Subdistrict with respect to a portion of the Community Area, (c) a Principal Builder, or (d) the District with respect to all or part of the Community Area; provided, however, that any such delegation shall not relieve the Declarant or the District of its obligations and rights hereunder. The right and authority of the Declarant pursuant to Sections 5.2, 5.3, 5.4, 5.7, and 5.9 hereof shall automatically cease at such time as neither the Declarant nor a Principal Builder owns any real property in the Project Area or the Includible Area, at which time the foregoing reserved rights shall vest solely in the District.

5.10 Recorded Easements. In addition to all easements and rights-of-way of Record at or before Recordation of this Master Declaration, the Community Area, and all portions thereof, shall be subject to the easements shown on any Plat of the Community Area, or any portion thereof. Further, portions of the Community Area and the Project Area are now or may hereafter be subject to the easements, licenses, and other Recorded documents, or any of them, set forth on Exhibit C attached hereto and incorporated herein by this reference.

ARTICLE 6

ARCHITECTURAL APPROVAL

6.1 Approval of Improvements Required. The approval of the District, acting through its Design Review Committee, shall be required for any Improvement to Property on any Site except (a) for any Improvement to Property made by the Declarant, by the District, or by a Principal Builder and (b) where prior approval of an Improvement to Property has been waived or certain Improvements to Property have been exempted in writing or under written guidelines, rules, or Design Standards promulgated by the Design Review Committee and the City. The Design Review Committee may delegate some or all of its authority under this Master Declaration to such agents, committees, management companies, or subcommittees as the Design Review Committee may designate for such purpose from time to time. Members of a committee, management company, or subcommittee need not be members of the Design Review Committee or Owners, and agents appointed by the Design Review Committee to perform design review functions need not be members of the Design Review Committee or Owners. Procedures governing the operations of such agents, committees, management companies, and subcommittees shall be adopted by the Design Review Committee, and any delegation of authority to an agent, committee, management company, or subcommittee may be revoked at any time by the Design Review Committee.

6.2 Improvement to Property Defined. "Improvement to Property" requiring approval of the Design Review Committee means and includes, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation of landscaping on a Site or replacement of more than 5% of the total organic landscaped area on a Site with non-organic landscape materials; and (e) any change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture.

6.3 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property ("Applicant") shall submit to the Design Review Committee at its offices or at such place as it may designate for such purpose such descriptions, sketches, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Design Review Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Design Review Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Design Review Committee of all required design review fees and materials in connection with the proposed Improvement to Property, the Design Review Committee may postpone review of any materials submitted for approval.

6.4 Criteria for Approval. The Design Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Community Area as a whole; that the appearance, exterior design, materials, and colors of the proposed Improvement to Property will be in harmony with the surrounding areas of the Community

Area; that the Improvement to Property will not detract from the beauty, wholesomeness, and attractiveness of the Community Area or the enjoyment thereof by Owners; that the proposed changes in topography, if any, properly relate to adjacent Sites and the Community Area as a whole; that the proposed Improvement to Property will not interfere with or unduly change the established drainage pattern; that the proposed Improvement to Property complies with all applicable public and private development restrictions, including all development restrictions set forth on a Plat or other development approval by the City, and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Design Review Committee or the Owners.

6.5 Design Standards. The Design Review Committee has issued Design Standards relating to approval criteria, recommended materials and designs, submission and approval procedures, materials to be submitted, fees, and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. The Design Standards, or the Design Review Committee on a case-by-case basis, may specify circumstances under which the strict application of limitations or restrictions under this Master Declaration may be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. The Design Standards, or the Design Review Committee on a case-by-case basis, may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Master Declaration. The Design Review Committee may, from time to time, amend the Design Standards in order to better achieve the general planning and development objectives set forth in the Design Standards.

6.6 Design Review Fee. The Design Review Committee may provide for the payment of a fee that is reasonably related to the Design Review Committee's cost of review to accompany each request for approval of any proposed Improvement to Property. The Design Review Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the estimated cost of the proposed Improvement to Property, the complexity of the Improvements and plans being reviewed, and the anticipated costs to be incurred by the Design Review Committee in reviewing the application.

6.7 Design Decisions of Design Review Committee. Any decision of the Design Review Committee shall be made within the time period specified in the Design Standards, but in no event later than (a) thirty (30) days after receipt by the Design Review Committee of the Applicant's request, any materials required by the Design Review Committee, and the design review fee or (b) such time period as the Applicant and the Design Review Committee may agree upon in writing. The Design Review Committee's decision shall be in writing and transmitted to the parties affected by the decision. The Design Review Committee may adopt a streamlined or accelerated review and approval schedule and procedure to grant quicker approval for such minor improvements as basketball backboards, exterior house painting, swing sets, play structures, awnings, or similar minor structures and changes, which procedure may include review and approval by an agent of the Design Review Committee. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Committee. The Design Review Committee shall maintain records of all submissions, approvals and disapprovals, and correspondence. The decision of the Design Review Committee shall be final in all respects, and an Applicant shall not have the right to appeal a decision of the Design Review Committee to the Board of Directors of the District.

6.8 Failure of Design Review Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Committee within thirty (30) days after the date of receipt by the Design Review Committee of all required fees and materials. If additional fees, information, or materials are requested by the Design Review Committee, the thirty (30) days within which the Design Review Committee is required to make its decision shall be automatically extended to thirty (30) days after the Design Review Committee receives the requested fees, information, or materials.

6.9 Prosecution of Work after Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement to Property, any materials submitted to the Design Review Committee in connection with the proposed Improvement to Property, and any conditions imposed by the Design Review Committee. Failure to complete the proposed Improvement to Property within twelve months after the date of approval or such other period or extension of the initial twelve-month period as specified in writing by the Design Review Committee or by a written communication from the Design Review Committee, or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Design Review Committee, shall constitute non-compliance with the requirements for approval of the Improvement to Property.

6.10 Notice of Completion. Upon completion of the Improvement to Property, the Applicant shall give written Notice of Completion to the Design Review Committee. Until the date of receipt of such Notice of Completion, the Design Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

6.11 Inspection of Work. The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion, if the right of inspection shall terminate sixty (60) days after the Design Review Committee shall have received a Notice of Completion from Applicant.

6.12 Notice of Non-Compliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement to Property has been done without obtaining the approval of the Design Review Committee or was not done in complete conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Committee or was not completed within twelve months after the date of approval by the Design Review Committee or such other period as may have been specified in writing by the Design Review Committee, the Design Review Committee shall notify the Applicant in writing of the non-compliance, which notice shall be given, in any event, within sixty (60) days after the Design Review Committee receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the non-compliance and shall require the Applicant to take such action as may be necessary to remedy the non-compliance.

6.13 Failure of Design Review Committee to Act after Completion. Failure of the Design Review Committee to inspect the work shall not relieve the Applicant from its obligations to comply with this Master Declaration or all conditions of approval or prevent the Design Review Committee from pursuing all remedies available to it in the event of any non-compliance.

6.14 Correction of Non-Compliance. If the Design Review Committee determines that non-compliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of Notice of Non-Compliance from the Design Review Committee. If the Applicant does not comply with the Committee ruling within such period, the Committee may, at its option, Record a Notice of Non-Compliance against the real property on which the non-compliance exists, may enter upon such property and remove the non-complying Improvement to Property, or may otherwise remedy the non-compliance, and the Applicant shall reimburse the Design Review Committee, upon demand, for all expenses, including attorneys' fees, incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Design Review Committee, the Design Review Committee may bring an action in the District Court for the County of El Paso to obtain a judgment for such costs and expenses, which shall include all attorney fees and costs incurred by the Design Review Committee in connection with such action. The right of the Design Review Committee to remedy or remove any non-compliance shall be in addition to all other rights and remedies that the Design Review Committee may have at law, in equity, or under this Master Declaration. The Applicant and Owner of the Site shall have no claim for damages or otherwise because of the entry upon the property and removal of the non-complying Improvement to Property.

6.15 No Implied Waiver or Estoppel. No action or failure to act by the Design Review Committee, including the granting of a variance, shall constitute a waiver or estoppel with respect to future action by the Design Review Committee with respect to any Improvement to Property. Specifically, the approval of the Design Review Committee of any Improvement to Property or granting of a variance shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property on the same Site or any other Sites or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property on the same Site or any other Site.

6.16 Design Review Committee Power to Grant Variances. The Design Review Committee may authorize variances from compliance with any of the provisions of this Master Declaration, including restrictions upon height, size, floor area, or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may require. Such variances must be evidenced in writing. If any such variance is granted, no violation of the provisions of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Master Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

6.17 Certificate Regarding Action. The Design Review Committee shall, upon the reasonable request of any interested Person and after confirming any necessary facts, furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith.

6.18 Nature of Design Review Committee Action Regarding Design Matters. The Design Review Committee shall review plans and inspect Improvements to Property for determining whether such plans and Improvements comply with the Design Standards established by the Design

Review Committee. An approval by the Design Review Committee is not intended to and shall not constitute compliance with the requirements by an Applicant or an Owner with the Applicable Laws (including, but not limited to, those governing the issuance of building permits and certificates of occupancy, building codes, and safety codes) regarding Improvements to Property, and it shall be the responsibility of all Applicants and all Owners to obtain building permits, construct the Improvements in compliance with applicable building codes, obtain certificates of occupancy, and otherwise comply with all Applicable Laws relating to Improvements to Property.

6.19 Non-Liability for Design Review Action. There shall be no liability imposed on the Design Review Committee, any member of the Design Review Committee, any agent of the Design Review Committee, or any committee or subcommittee appointed by the Design Review Committee, any member of such committee or subcommittee, any Principal Builder, a District, or the Declarant (or their respective owners, officers, directors, managers, agents, and employees) for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee pursuant to this Article 6 unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Design Review Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with any Applicable Laws (including building codes or other governmental laws or regulations).

6.20 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, the provisions contained in this Master Declaration as to the Site upon which the construction is taking place shall be deemed to have been suspended temporarily to the extent necessary to permit such construction provided that (a) construction is proceeding with due diligence, (b) nothing is done which will result in a violation of any of the provisions of this Master Declaration upon completion of construction, and (c) nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property.

ARTICLE 7

DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations. The Declarant shall have, retain, and reserve certain rights as hereinafter set forth with respect to the Sites, which rights shall continue in full force and effect until (a) the time that the last Site that may be included within the Community Area has been sold and conveyed by the Declarant to Persons other than the Declarant, a Successor Declarant, or a Principal Builder and a certificate of occupancy has been issued for the residence constructed thereon or (b) the date which is ninety-nine years from the execution hereof, whichever event occurs first. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each deed or other instrument by which any property within the Community Area is conveyed by the Declarant, whether or not specifically stated therein. The rights, reservations, and easements hereinafter set forth may be exercised by the Declarant with respect to all parts of the Community Area and shall be prior and superior to any other provisions of this Master Declaration and may not, without the Declarant's prior written and Recorded consent, be modified, amended, rescinded, or affected by any amendment of this Master Declaration. The Declarant's consent to one such amendment shall not be construed as consent to any other subsequent amendment. The Declarant may assign and convey any of the rights, reservations, and easements hereinafter set forth

to a Successor Declarant or a Principal Builder, if any such assignment or conveyance shall be in writing, and such assignment or conveyance shall be effective only upon Recording.

7.2 Right to Complete Development of Community Area. The Declarant reserves the right to develop such number of Commercial and Residential Sites (including individual units which are part of multi-family residential buildings that may be constructed on a single Site), and other types of Sites as may be designated by the Declarant hereunder and as may be approved by the City within the Community Area. No provision of this Master Declaration shall be construed to prevent or limit the rights of the Declarant or a Principal Builder to (a) complete development of property within the boundaries of the Community Area or elect not to complete development of any part of the Community Area; (b) construct or alter Improvements on any property owned by the Declarant or a Principal Builder within the Community Area provided that all such construction is approved by the Declarant and conforms to the requirements of this Master Declaration; (c) maintain model homes, offices for construction, construction storage yards and staging areas, Principal Builder and Declarant offices, sales offices, parking areas, or similar facilities on any property owned by the Declarant, a Principal Builder, Persons affiliated with the Declarant or a Principal Builder, or on any portion of the Common Area that has not been developed and completed as a Common Area Facility; or (d) post signs or do any other act or thing incidental to development, construction, offer, promotion, marketing, or sales of property within the boundaries of the Community Area. Nothing contained in this Master Declaration shall limit the right of the Declarant or a Principal Builder or require the Declarant or a Principal Builder to obtain approvals from the District, the Design Review Committee, or any other Owners to (1) excavate, cut, fill, or grade any property owned by the Declarant or by a Principal Builder with approval of the Declarant; (2) construct, alter, demolish, or replace any Improvements on any property owned by the Declarant or a Principal Builder; (3) use any structure on any property owned by the Declarant or a Principal Builder as a construction office, model home, Principal Builder office, Declarant office, or real estate sales office in connection with the development and sale of any property within the boundaries of the Community Area; (4) store construction materials, supplies, equipment, tools, waste or other items on property within the Community Area that is owned by the Declarant or a Principal Builder; or (5) seek or obtain the approval of the Design Review Committee or the District for any such activity or Improvement to Property on any property owned by the Declarant or a Principal Builder. Nothing in this Master Declaration shall limit or impair the rights reserved by the Declarant or granted to Principal Builders as elsewhere provided in this Master Declaration.

7.3 Right to Construct Additional Improvements on Common Areas. The Declarant and the District shall have and hereby reserve the right, but shall not be obligated to, construct additional Improvements on Common Areas at any time and from time to time in accordance with this Master Declaration for the improvement and enhancement thereof and for the benefit of the Owners.

7.4 Right to Determine Use of Sites. Subject to compliance with Applicable Laws (including, but not necessarily limited to, the ordinances, regulations, and rules of the City and the development agreement between the City and the District), the Declarant reserves the right to determine whether a Site will be a Commercial Site or a Residential Site and designate additional categories or types of Sites (such as Sites intended for use as a church, school, or other use permitted by Applicable Laws). If a Site is included into or made a part of the Community Area and no specific designation is made regarding the nature, type, or use of such Site, then (a) the primary use of such Site shall determine its character (i.e., a Site primarily used for residential purposes shall be considered a Residential Site for the purposes of this Master Declaration even though no such

designation was made in connection with its inclusion) and (b) the Declarant may subsequently Record a designation of the use of such Site.

7.5 Right to Grant and Create Easements. The Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, drainage, Telecommunication Facilities, Utilities, and other purposes incident to development and sale of the Community Area located in, on, under, over, and across Sites owned by the Declarant or a Principal Builder and Common Areas.

7.6 Right to Use Common Areas and Sites in Promotion and Marketing of Community Area. The Declarant shall have and hereby reserves the right to reasonable use of the Common Areas and Sites owned by the Declarant or a Principal Builder in connection with the promotion and marketing of the Community Area. Without limiting the generality of the foregoing, the Declarant and, with the Declarant's written consent, a Principal Builder, may (a) erect and maintain on any part of the Common Areas and Sites owned by the Declarant or a Principal Builder such signs, temporary buildings, and other structures as the Declarant or such Principal Builder may reasonably deem necessary or proper in connection with the promotion, development, and marketing and sales of real property within the Community Area; (b) use vehicles and equipment on Common Areas and Sites owned by the Declarant or a Principal Builder for promotional purposes; (c) permit prospective purchasers of property within the boundaries of the Community Area who are not Owners to use Common Areas at reasonable times and in reasonable numbers; and (d) refer to the Common Areas in connection with the development, promotion, and marketing of property within the boundaries of the Community Area. Notwithstanding the foregoing, neither the Declarant nor a Principal Builder shall have the right to use for the purposes described in this Section 7.6 any portion of the Common Areas that have been developed and completed as a Community Area Facility.

7.7 Successor Declarant. The Declarant may designate as a "Successor Declarant" any Person that acquires some or all of the Declarant's then remaining interest in the Community Area or the Includible Area by an instrument that may be Recorded. Upon execution and delivery of such instrument by the Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of the Declarant under this Master Declaration with respect to the property acquired by such Successor Declarant and all references to the Declarant contained herein shall be deemed to refer to such Successor Declarant.

ARTICLE 8

MISCELLANEOUS

8.1 Term of Master Declaration. Unless amended as herein provided, each provision contained in this Master Declaration shall continue and remain in full force and effect for a period of forty years after the date this Master Declaration is Recorded, and thereafter shall be automatically extended for successive periods of ten years each unless terminated by the vote, by written ballot, of Owners holding title to at least ninety percent (90%) of the Sites within the Community Area. If this Master Declaration is terminated, the termination of this Master Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void unless Recorded before such date. The Termination Agreement shall be Recorded and the termination of this Master Declaration shall be effective upon such Recording.

8.2 Amendment of Master Declaration by Members. Except as otherwise provided in this Master Declaration, including Section 8.1, and subject to provisions elsewhere contained in this Master Declaration requiring the consent of the Declarant or others, any provisions, covenant, condition, restriction, or equitable servitude contained in this Master Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Owners holding title to at least seventy-five percent (75%) of the Sites within the Community Area; provided, however, that at any time that the Declarant or a Principal Builder owns a Site which is subject to this Master Declaration (or any portion of the property which is eligible for inclusion to this Master Declaration), any amendment to this Master Declaration shall be approved by the Declarant, the Design Review Committee, and Owners holding title to at least ninety percent (90%) of the Sites within the Community Area. The amendment or repeal shall be effective upon the Recordation of an amendment with the requisite signatures affixed thereto. Any amendment to the Master Declaration made hereunder shall be effective only when Recorded. If HUD or VA has insured or guaranteed a mortgage on any Site, any amendment shall be approved by HUD or VA, as the case may be.

8.3 Member and First Mortgage Approval. Notwithstanding any other provisions of this Master Declaration to the contrary, the Owners shall not:

(a) Abandon, Terminate, or Amend Master Declaration. Unless they have obtained the prior written consent of at least seventy-five percent (75%) of the Owners and the consent of sixty-seven percent (67%) of the First Mortgagees of Sites (based on one vote for each First Mortgage held) and either the VA or HUD if either agency has insured or guaranteed a First Mortgage:

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

(ii) amend any provisions of this Master Declaration that are for the express benefit of First Mortgagees.

(b) Approval of First Mortgagees Deemed Given Unless Notice of Disapproval Given. Unless, within sixty (60) days after receipt of written notice, a First Mortgagee or insurer or guarantor of a First Mortgage notifies the Design Review Committee of its disapproval of any of the matters requiring their approval as provided herein, the approval of such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have been given.

8.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Site in the Community Area which has filed a written request with the Design Review Committee to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to:

(a) Notice of Default. Receive written notice from the Design Review Committee of any default by the Mortgagor of such Site in the performance of the Mortgagor's obligations under this Master Declaration, which default is not cured within sixty (60) days after the Design Review Committee learns of such default;

(b) Examine Books and Records. Examine the books and records of the Design Review Committee during normal business hours; and

(c) Notice of Amendment. Receive sixty (60) days' written notice prior to the effective date of any proposed material amendment to this Master Declaration requiring consent of a certain percentage of First Mortgagees.

8.5 First Mortgagee Exemption from Right of First Refusal. Any such First Mortgagee who obtains title to any Site pursuant to the remedies provided in the Mortgage held by such First Mortgagee or pursuant to any foreclosure of Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal if any such right of first refusal is ever contained in this Master Declaration or any Supplemental Declaration.

8.6 Amendment Required by Government Mortgage Agencies. Notwithstanding the provisions of this Article 8 hereof, and to the extent permitted under the Act, any provision, covenant, condition, restriction, or equitable servitude contained in this Master Declaration which any Government Mortgage Agency requires to be amended or repealed may be amended or repealed solely by the Declarant and no approval, consent, or vote of any other Person or entity shall be required, other than the prior written consent of the VA or FHA if either agency has insured or guaranteed a Mortgage on a Site. The Declarant's rights under this Section 8.6 shall terminate on the earlier of thirty (30) years after the date of Recordation of this Master Declaration or the sale of all Sites owned by the Declarant or a Successor Declarant. Any such amendment or repeal shall be effective upon the Recordation of a certificate, executed by the Declarant, setting forth the amendment or repeal in full.

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

8.8 Persons Entitled to Enforce Master Declaration. Subject to Section 4.2 hereof, the Declarant, Design Review Committee, any Principal Builder, and the District (all of whom shall be deemed to be aggrieved Persons with respect to any alleged violation of this Master Declaration), shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Master Declaration against any property within the Community Area and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Master Declaration.

8.9 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Master 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 Master Declaration.

8.10 Enforcement by Self-Help. The Declarant, any Principal Builder, and any District (or any authorized agent of any of them) may enforce by self-help or otherwise any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Master Declaration. All other Owners of Sites (a) consent to the exercise by the Declarant, any Principal Builder, any District, or the Declarant (or any authorized agent of any of them) of the right to enforce by self-help or otherwise the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Master Declaration and (b) waive the right to enforce this Master Declaration by self-help.

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

8.12 Disclaimer Regarding Safety. THE DECLARANT, THE CONSENTING PARTIES, THE DISTRICTS, AND THE PRINCIPAL BUILDERS HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY AREA. ANY OWNER OF PROPERTY WITHIN THE COMMUNITY AREA ACKNOWLEDGES THAT THE BOARDS OF DIRECTORS, THE CONSENTING PARTIES, THE DECLARANT, THE DISTRICTS, THE OFFICERS, AND THE PRINCIPAL BUILDERS ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY AREA.

8.13 Remedies Cumulative. Each remedy provided under this Master Declaration is cumulative and not exclusive.

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

8.15 Limitation on Liability. The Boards of Directors, the Declarant, any District, the Officers, the Principal Builders, and any member, manager, owner, officer, director, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

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

8.17 Liberal Interpretation. The provisions of this Master Declaration shall be liberally construed as a whole to effect the purpose of this Master Declaration.

8.18 Binding on Successors. The obligations and agreements of the Owners, their successors and assigns, shall run with the Community Area (including the Includible Area to the extent the provisions hereof relate to the Includible Area prior to inclusion to the Community Area) and all Sites located within the Community Area and shall inure to the benefit of the Declarant, Principal Builders, the Districts, any Subdistrict, and all of their respective successors and assigns, and such obligations and agreements of Owners, their successors and assigns shall be binding upon all successive owners or transferees of all or any portion of the Community Area. Should the Community Area be increased by the inclusion of additional property to the Master Declaration, the conditions, covenants, and restrictions contained in this Master Declaration shall be binding upon all purchasers of Sites and the provisions of this Master Declaration shall apply to any and all such purchasers, and their respective successors and assigns. Should any portion of the Community Area be utilized as rental or lease property, Owners, for themselves, their successors and assigns, further agree that the conditions, covenants, and restrictions contained herein shall be binding upon all Residents (including all renters, lessees, and tenants) of all or any portion of the Community Area.

8.19 Governing Law. This Master Declaration shall be construed and governed under the laws of the State of Colorado.

8.20 Severability Interpretation. Each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity, unenforceability, partial validity, or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

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

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

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

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THE DECLARANT has executed and delivered this Master Declaration of Covenants, Conditions, and Restrictions for Cumberland Green as of the date set forth hereinabove.

JIMMY CAMP DEVELOPMENT, INC.,
a Colorado corporation

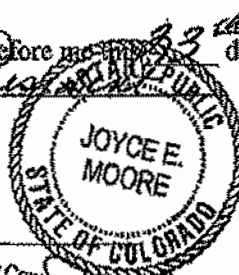
By: [Signature]
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me on the 23rd day of May, 2006, by Kelin Donovan as President of JIMMY CAMP DEVELOPMENT, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 2/23/09



[Signature]
My Comm. Expires 2/23/09
Notary Public

EXHIBIT A
(Legal Description of First Subdivision)

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

Lots 1 through 154, inclusive,
Tracts A, B, C, D, E, F, G, H, I, and J,
CUMBERLAND GREEN FILING NO. 1,
El Paso County, Colorado; and

Lots 1 through 17, inclusive,
CUMBERLAND GREEN FILING NO. 2,
El Paso County, Colorado

EXHIBIT B
(Legal Description of Includible Area)

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

Exhibit B

1 of 5

LEGAL DESCRIPTION - CUMBERLAND GREEN FILING NO. 3 - PARCEL A:

A TRACT OF LAND BEING A PORTION OF THE 47 ACRE TRACT OF LAND RECORDED UNDER RECEPTION NO. 2030D9689 AND A PORTION OF THE 175 ACRE TRACT OF LAND RECORDED UNDER RECEPTION NO. 201077952 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN A PORTION OF THE EAST ONE-HALF (E 1/2) OF SECTION 5 AND A PORTION OF THE WEST ONE-HALF (W 1/2) OF SECTION 4, BOTH IN TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6th P.M. AND A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 32 AND A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 33, BOTH IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (W 1/2 NW 1/4) OF SAID SECTION 4, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP STAMPED "17654", FROM WHICH AN ANGLE POINT ON THE EAST LINE OF THE 175 ACRE JIMMY CAMP LLC TRACT AS RECORDED UNDER RECEPTION NO. 201077952 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AS MONUMENTED BY A REBAR AND RED CAP STAMPED "RMLS 19625" BEARS S80°02'56"W, A DISTANCE OF 1842.02 FEET AND IS THE BASIS OF BEARINGS USED HEREIN; THENCE S80°02'56"W ALONG THE EAST LINE OF SAID 175 ACRE TRACT AND THE EAST LINE OF SAID W 1/2 NW 1/4, A DISTANCE OF 457.63 FEET; THENCE N90°00'00"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S71°43'22"W, A DISTANCE OF 156.47 FEET; THENCE ALONG THE ARC OF A 485.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°01'55", AN ARC LENGTH OF 144.17 FEET (THE LONG CHORD OF WHICH BEARS S80°14'20"W, A LONG CHORD DISTANCE OF 143.64 FEET); THENCE S88°45'17"W, A DISTANCE OF 524.80 FEET; THENCE ALONG THE ARC OF A 478.22 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°15'50", AN ARC LENGTH OF 210.87 FEET (THE LONG CHORD OF WHICH BEARS N78°46'14"W, A LONG CHORD DISTANCE OF 209.16 FEET); THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°32'54", AN ARC LENGTH OF 26.11 FEET (THE LONG CHORD OF WHICH BEARS N42°03'00"E, A LONG CHORD DISTANCE OF 26.09 FEET); THENCE N43°40'33"W, A DISTANCE OF 50.00 FEET; THENCE N46°55'27"W, A DISTANCE OF 134.19 FEET; THENCE ALONG THE ARC OF 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°38'04", AN ARC LENGTH OF 170.68 FEET (THE LONG CHORD OF WHICH BEARS N28°59'24"E, A LONG CHORD DISTANCE OF 168.79 FEET); THENCE N78°36'23"W, A DISTANCE OF 60.09 FEET; THENCE ALONG THE ARC OF 760.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°43'49", AN ARC LENGTH OF 208.65 FEET (THE LONG CHORD OF WHICH BEARS N68°28'33"W, A LONG CHORD DISTANCE OF 208.00 FEET); THENCE N60°36'38"W, A DISTANCE OF 158.49 FEET; THENCE S27°16'00"W, A DISTANCE OF 119.40 FEET; THENCE S68°00'01"W, A DISTANCE OF 146.71 FEET; THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°36'56", AN ARC LENGTH OF 130.13 FEET (THE LONG CHORD OF WHICH BEARS S81°48'04"W, A LONG CHORD DISTANCE OF 128.88 FEET); THENCE N84°20'52"W, A DISTANCE OF 37.08 FEET; THENCE N66°17'01"W, A DISTANCE OF 472.03 FEET; THENCE N23°42'52"E, A DISTANCE OF 578.51 FEET; THENCE N05°37'24"E, A DISTANCE OF 816.17 FEET; THENCE N89°59'44"E, A DISTANCE OF 400.44 FEET; THENCE N89°58'51"E, A DISTANCE OF 232.74 FEET; THENCE N89°55'06"E, A DISTANCE OF 1322.08 FEET; THENCE S00°12'29"E, A DISTANCE OF 1301.33 FEET; THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°31'27", AN ARC LENGTH OF 16.61 FEET (THE LONG CHORD OF WHICH BEARS N84°14'50"E, A LONG CHORD DISTANCE OF 16.60 FEET); THENCE N86°00'33"E, A DISTANCE OF 106.37 FEET; THENCE ALONG THE ARC OF 560.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°57'35", AN ARC LENGTH OF 175.54 FEET (THE LONG CHORD OF WHICH BEARS S77°01'46"W, A LONG CHORD DISTANCE OF 174.82 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF 1320.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°28'25", AN ARC LENGTH OF 103.06 FEET (THE LONG CHORD OF WHICH BEARS

S70°17'10"W, A LONG CHORD DISTANCE OF 103.04 FEET); THENCE ALONG THE ARC OF 1430.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°01'36", AN ARC LENGTH OF 150.41 FEET (THE LONG CHORD OF WHICH BEARS S17°13'49"E, A LONG CHORD DISTANCE OF 150.34 FEET); THENCE S20°14'37"E, A DISTANCE OF 121.45 FEET; THENCE ALONG THE ARC OF 270.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°17'33", AN ARC LENGTH OF 95.63 FEET (THE LONG CHORD OF WHICH BEARS S10°05'50"E, A LONG CHORD DISTANCE OF 95.13 FEET); THENCE S00°02'56"W, A DISTANCE OF 57.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 78.42 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
719-687-0920

LEGAL DESCRIPTION - CUMBERLAND GREEN FILING NO. 3 - PARCEL B:

A TRACT OF LAND LOCATED IN A PORTION OF TRACT 37, FOUNTAIN VALLEY LAND AND IRRIGATION CO'S SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO AS RECORDED IN PLAT BOOK L AT PAGE 42 OF THE RECORDS OF SAID COUNTY AND A PORTION OF THE 175 ACRE TRACT OF LAND RECORDED UNDER RECEPTION NO. 201077952 OF THE RECORDS OF SAID COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4 NW1/4) OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (W1/2 NW1/4) OF SAID SECTION 4, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP STAMPED "17654", FROM WHICH AN ANGLE POINT ON THE EAST LINE OF THE 175 ACRE AS RECORDED UNDER RECEPTION NO. 201077952 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AS MONUMENTED BY A REBAR AND RED CAP STAMPED "RMLS 19625" BEARS S00°02'56"W, A DISTANCE OF 1842.02 FEET AND IS THE BASIS OF BEARINGS USED HEREIN; THENCE S00°02'56"W ALONG THE EAST LINE OF SAID 175 ACRE TRACT AND THE EAST LINE OF SAID W1/2 NW1/4, A DISTANCE OF 400.57 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREBIN DESCRIBED; THENCE ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°17'33", AN ARC LENGTH OF 116.88 FEET (THE LONG CHORD OF WHICH BEARS N10°05'50"W, A LONG CHORD DISTANCE OF 116.27 FEET); THENCE N20°14'37"W, A DISTANCE OF 121.45 FEET; THENCE ALONG THE ARC OF A 1370.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°11'53", AN ARC LENGTH OF 28.64 FEET (THE LONG CHORD OF WHICH BEARS N19°38'41"W, A LONG CHORD DISTANCE OF 28.64 FEET); THENCE ALONG THE ARC OF A 1440.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°09'26", AN ARC LENGTH OF 54.22 FEET (THE LONG CHORD OF WHICH BEARS N69°07'41"E, A LONG CHORD DISTANCE OF 54.21 FEET); THENCE ALONG THE ARC OF A 440.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°57'35", AN ARC LENGTH OF 137.92 FEET (THE LONG CHORD OF WHICH BEARS N77°01'46"E, A LONG CHORD DISTANCE OF 137.36 FEET); THENCE N86°00'33"E, A DISTANCE OF 440.29 FEET; THENCE ALONG THE ARC OF A 1880.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°58'18", AN ARC LENGTH OF 130.32 FEET (THE LONG CHORD OF WHICH BEARS N87°59'42"E, A LONG CHORD DISTANCE OF 130.29 FEET); THENCE N89°58'51"E, A DISTANCE OF 593.20 FEET; THENCE N00°10'23"W, A DISTANCE OF 60.00 FEET; THENCE N89°58'51"E, A DISTANCE OF 10.00 FEET; THENCE S00°10'23"E, A DISTANCE OF 623.50 FEET; THENCE S89°55'52"W, A DISTANCE OF 1014.73 FEET; THENCE N28°19'33"W, A DISTANCE OF 68.64 FEET; THENCE S55°44'39"W, A DISTANCE OF 81.14 FEET; THENCE ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°26'43", AN ARC LENGTH OF 184.04 FEET (THE LONG CHORD OF WHICH BEARS S71°57'59"W, A LONG CHORD DISTANCE OF 181.59 FEET); THENCE N00°02'56"E, A DISTANCE OF 265.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.55 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

KEVIN F. LLOYD, COLORADO P.L.S. NO. 26965
FOR AND ON BEHALF OF RAMPART SURVEYS, INC.
P.O. BOX 5101
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EXHIBIT B

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 7 OF REED'S SECOND ADDITION TO THE TOWN OF FOUNTAIN, AS RECORDED IN PLAT BOOK "A" AT PAGE 20 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF RAILROAD STREET AND ON THE NORTHERLY RIGHT-OF-WAY LINE OF OHIO AVENUE (AKA IOWA AVENUE); THENCE SOUTH 88 DEGREES 12 MINUTES 39 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 7 AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF OHIO AVENUE, A DISTANCE OF 256.58 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 21 SECONDS WEST, PERPENDICULAR TO THE AFOREMENTIONED COURSE, A DISTANCE OF 90.00 FEET; THENCE NORTH 46 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 364.00 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 00 SECONDS EAST, A DISTANCE OF 120.55 FEET TO A POINT ON THE EASTERLY LINE OF SAID REED'S SECOND ADDITION TO THE TOWN OF FOUNTAIN, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF A TRACT OF LAND AS RECORDED UNDER RECEIPTION NO. 201077952 OF SAID COUNTY RECORDS; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 53.10 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JIMMY CAMP ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 1060.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20 DEGREES 38 MINUTES 47 SECONDS, AN ARC LENGTH OF 381.97 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 10 DEGREES 39 MINUTES 34 SECONDS WEST, A LONG CHORD DISTANCE OF 379.90 FEET); THENCE SOUTH 88 DEGREES 12 MINUTES 39 SECONDS WEST, A DISTANCE OF 0.39 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTION OWNED BY THE CITY OF FOUNTAIN.

Exhibit B

A tract of land located in a portion of the North One-Half (N 1/2) of Section 5, Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado and being more particularly described as follows:

Beginning at the Northwest Corner of Parcel B, being Ohio Avenue, (also known as Iowa Avenue) as described in Plat Book C-4 at Page 59 of the records of the El Paso County Clerk and Recorder; thence S 89°49'03" W along the Westerly Extension of the North Line thereof, a distance of 59.84 feet to a point on a curve; thence along the arc of 1060.00 foot radius curve to the right through a central angle of 21°11'39", an arc length of 392.10 feet (the long chord of which bears N 11°04'27" E, a long chord distance of 389.87 feet) to the West line of the tract of land recorded under Reception No. 201077952 of said county records; thence S 00°20'20" W, a distance of 382.39 feet to a point on the North line of said Parcel B, being Ohio Avenue (also known as Iowa Avenue); thence S 89°49'03" W along the North line thereof, a distance of 12.79 feet to the point of beginning.

County of El Paso,
State of Colorado.

Exhibit B

The Southeast quarter of
the Southwest quarter of
Section 33 in Township 15 South,
Range 65 West of the 6th P.M.,
except the East 30 feet thereof,
County of El Paso,
State of Colorado.

EXHIBIT B

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 IN TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE SIXTH P.M.; THENCE RUNNING WEST 55 1/2 RODS, THENCE NORTH 57 21/30 RODS; THENCE EAST 55 1/2 RODS; THENCE SOUTH 57 21/30 RODS TO THE PLACE OF BEGINNING, AND TRACT NO. 36 AS SHOWN ON THE PLAT OF THE MOUNTAIN VALLEY LAND AND IRRIGATION COMPANY'S SUBDIVISION NO. 1 RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER IN EL PASO COUNTY, COLORADO, EXCEPT A STRIP 20 FEET OFF OF THE WEST SIDE THEREOF RESERVED FOR ROADWAY.

EXHIBIT B

TRACT 35 IN THE MOUNTAIN VALLEY LAND & IRRIGATION CO.'S SUBDIVISION #1, BEING A PART OF SECTIONS 3, 4, 5, 9 AND 10 IN TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A PART OF SECTIONS 33 AND 34 IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPTING FROM SAID TRACT 35, A 5.0 ACRE TRACT DESCRIBED AS FOLLOWS:

FROM THE SOUTHWESTERLY CORNER OF SAID TRACT 35, RUN EAST ON THE SOUTH LINE THEREOF, A DISTANCE OF 387.0 FEET TO THE POINT OF BEGINNING OF THE 5.0 ACRE TRACT HEREBY DESCRIBED; THENCE CONTINUE EAST ON SAID SOUTH LINE OF TRACT 35, A DISTANCE OF 466.6 FEET; THENCE ANGLE LEFT 90 DEGREES 00 MINUTES AND RUN NORTHERLY, A DISTANCE OF 466.6 FEET; THENCE ANGLE LEFT 90 DEGREES 00 MINUTES AND RUN WESTERLY, 466.6 FEET; THENCE ANGLE LEFT 90 DEGREES 00 MINUTES AND RUN SOUTHERLY, 466.6 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT PORTION CONVEYED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., BY DEED RECORDED IN BOOK 1368 AT PAGE 141, AND EXCEPT THAT PORTION CONVEYED IN BOOK 2215 AT PAGE 487.

EXHIBIT C
(Recorded Easements, Licenses, and Other Documents)

1. The lien of real property taxes for the year 2006, a lien not yet due or payable, and taxes and assessments for subsequent years.
2. Any rights, interests, or easements in favor of the United States, the State of Colorado or the public, which exist or are claimed to exist, in and over the present and past bed, banks or waters of Jimmy Camp Creek.
3. All interest in all oil, gas, casinghead gas and all ores and minerals, as reserved by deed recorded March 9, 1987 in Book 5327 at Page 793, and any and all assignments thereof or interests therein.
4. Right of way easement as granted to Fountain Sanitation District in instrument recorded, in Book 5943 at Page 1350.
5. Right of way easement as granted to Colorado Centre Metropolitan District in instrument recorded, in Book 5455 at Page 355.
6. All interest in minerals as reserved by deed recorded in Book 3416 at Page 683, and any and all assignments thereof or interests therein.
7. Right of way easement as granted to Wyco Pipe Line Company in instrument recorded, in Book 1389 at Page 174, and rerecorded in Book 1389 at Page 179, March 21, 1966 in Book 2123 at Page 156 and August 19, 1966 in Book 2144 at Page 816.
8. Right of way easement as granted to Colorado interstate gas company in instrument recorded, in Book 1389 at Page 173 and 179.
9. Right of way easement as granted to American Telephone and Telegraph Company in instrument recorded, in Book 1365 at Page 563.
10. any rights acquired to the Chilcott Ditch as shown on Map recorded March 21, 1900, under Reception No. 74997 and re-recorded March 21, 1918, under Reception No. 253810, and Enlargement Map recorded February 18, 1910, under Reception No. 171129, as modified by the terms, conditions and provisions of agreement concerning development adjacent to the Chilcott Ditch recorded July 19, 2005, under Reception No. 205108447.
11. All interest in all minerals, as reserved by deed recorded October 25, 1983, in Book 3796 at Page 243, and any and all assignments thereof or interests therein.
12. Right of way easement as granted to Mountain View electric association in instrument recorded October 01, 1963, in Book 1978 at Page 453.
13. Right of way easement as granted to American telephone and Telegraph Company in instrument recorded October 31, 1952, in Book 1362 at Page 137 and December 3, 1952, in Book 1365 at Page 563.

14. Any and all ditches, ditch rights, irrigation canals, wells, water and water rights, including, but not limited to those rights and interests owned or possessed by the Fountain Mutual Irrigation Company and the Chilcott Ditch Company.

15. Effect of ordinance no. 1213 regarding the overall development plan for Cumberland Green recorded April 20, 2004, under Reception No. 204063192.

16. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Cumberland Green Metropolitan District, as evidenced by instrument recorded November 14, 2005, under Reception No. 205182074.

17. Effect of Overall Development Plan Minor Amendment No. 2 of Cumberland Green recorded March 1, 2006, under Reception No. 206030230.

18. Basements, notes, restrictions, and rights of way contained in the recorded plats of Cumberland Green Filing No. 1, and Cumberland Green Filing No. 2, County of El Paso, State of Colorado