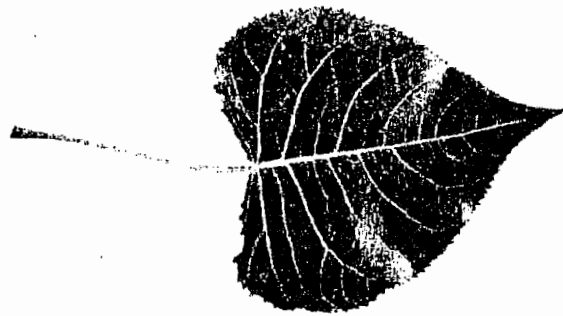


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NEIGHBORHOOD CHARTER

FOR

THE STAPLETON ROWHOMES



MCSTAIN
NEIGHBORHOODS

Upon recording, please return to:
Catherine Uzzalino
McStain Enterprises, Inc.
75 Manhattan Blvd, Suite 1
Boulder, CO 80303

Indexing Note: Please index in grantee's index
under "Stapleton Rowhomes" and "Stapleton Row-
home Association" and in grantor's index under
"McStain Enterprises, Inc."

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NEIGHBORHOOD CHARTER FOR THE STAPLETON ROWHOMES

PREAMBLE

This Neighborhood Charter ("Charter") establishes a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of various residential row-homes within the master planned community within the former Stapleton International Airport located in the City and County of Denver, Colorado ("Stapleton Community"). An integral part of the development plan is the formation of Stapleton Rowhome Association (the "Association"), a nonprofit corporation, to administer and enforce this Charter and the other Governing Documents referenced in this Charter.

MISSION

The mission of this Charter and the Association is to enhance and promote harmony and social interaction for the greater good of the community.

All those involved in the Rowhome Neighborhood (including the Founder, Board members, Owners, and those involved in the management of the community) are expected to further this mission by:

- *Treating each other with respect and integrity*
- *Being in a sustainable partnership with the natural environment*
- *Being a good neighbor within the broader community.*
- *Maintaining and improving the Rowhome Neighborhood over time.*
- *Instilling, communicating, and sustaining the vision for the Rowhome Neighborhood.*
- *Empowering innovation and evolution to meet the changing needs of the Rowhome Neighborhood.*
- *Promoting social interaction.*
- *Exercising fiscal stewardship.*
- *Being organized and communicating a clear, friendly and positive manner.*
- *Enabling ongoing education for board members, residents, and others involved in the management and operation of the Rowhome Neighborhood*
- *Encouraging involvement of all residents in community affairs.*
- *Utilizing a governance structure that unifies the Rowhome Neighborhood.*

Embracing an ongoing relationship between the Founder, the Association, and Owners on community issues.



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DECLARATION

McStain Enterprises, Inc., a Colorado corporation (the "**Founder**"), as the owner of the property described on Exhibit "A," declares that the property described in Exhibit "A" and any additional property made subject to this Charter by supplement or amendment, shall constitute the "**Rowhome Neighborhood**" referred to in this Charter. This Charter shall encumber the title to such property, shall govern the development and use of such property, and shall be binding upon the Founder and the future owners of any portion of such property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable, or beneficial interest in any portion of such property. This Charter shall also be binding upon Stapleton Rowhome Association.



PART ONE: INTRODUCTION TO THE COMMUNITY

To accomplish great things, we must not only act, but also dream; not only plan, but also believe.

Anatole France



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Chapter 1

Governing Documents

A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agrees to uphold. Those principles are set forth in the community's governing documents, which bind the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

1.1. Scope and Applicability

The Rowhome Neighborhood is governed by various documents that the Association primarily is responsible for administering and enforcing. These documents are referred to in this Charter as the "Governing Documents," and include this Charter and the other documents described in Table 1.1 below, as they may be amended. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents.

ROWHOME GOVERNING DOCUMENTS	
Neighborhood Charter: (recorded)	This Neighborhood Charter for The Stapleton Rowhomes, which creates obligations that are binding upon the Association and all present and future owners of property in Stapleton Rowhomes
Supplement: (recorded)	A recorded amendment to this Charter, which submits additional property to this Charter, creates easements over such property, imposes additional obligations or restrictions on property described in the Supplement, designates special areas as described in Chapter 3, or any of the foregoing
Articles of Incorporation: (filed with Secretary of State)	The Articles of Incorporation of Stapleton Rowhome Association, as they may be amended, which establish the Association as a nonprofit corporation under Colorado law
By-Laws: (Board adopts)	The By-Laws of Stapleton Rowhome Association, adopted by its Board of Directors, as they may be amended, which govern the Association's internal affairs, such as voting, elections, meetings, etc.
Use Restrictions: (initial set attached as Exhibit "C")	The rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within the Rowhome Neighborhood
Board Resolutions: (Board adopts)	The resolutions which the Association's Board of Directors adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of the property which the Association owns or controls

Table 1.1 - Governing Documents

The Rowhome Neighborhood also is governed by applicable federal, state, and local laws and by documents applicable to all of the Stapleton Community which primarily are administered and enforced by

the Master Association. The documents primarily administered by the Master Association are referred to in this Charter as the "Stapleton Master Documents," and include the Master Association and the Master Guidelines and Rules described in Table 1.2 below, as they may be amended. In addition to the Governing Documents for the Rowhome Neighborhood, all owners and occupants, as well as their tenants, guests, and invitees, also are required to comply with the Stapleton Master Documents.

STAPLETON MASTER DOCUMENTS AND APPLICABLE LAWS	
Colorado Laws:	All applicable state and local laws and regulations, including the Colorado Common Interest Ownership Act, the Colorado Nonprofit Corporation Act, and the Denver Municipal Code
Master Declaration: (recorded)	The First Amended and Restated Community Declaration for the Project Area within the former Stapleton International Airport, recorded at Reception No. 2002086362
Subdivision Plats	The subdivision plats recorded from time to time affecting the Rowhome Neighborhood which describe and dedicate various streets, utility easements, and other aspects of the Rowhome Neighborhood
Master Guidelines: (adopted in accordance with the Master Declaration)	The design standards and architectural and aesthetics guidelines adopted pursuant to the Master Declaration, as they may be amended, which govern new construction and modifications to property in the Rowhome Neighborhood, including structures, landscaping, and other items
Master Rules: (Master Association board adopts)	Any rules adopted by the Master Association pursuant to the Master Declaration, which regulate use of property, activities, and conduct within the Stapleton Community

Table 1.2 – Stapleton Master Documents and Applicable Laws

The Rowhome Neighborhood is a "planned community" as defined in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.* (the "Act"), and is subject to the provisions of that Act in addition to the provisions of this Charter.

1.2. Conflicts and Ambiguities

If there are conflicts between any of the Governing Documents or the Stapleton Master Documents and applicable federal, state, or local laws, the applicable laws shall control. If there is a conflict between any of the Governing Documents and the Stapleton Master Documents, the Stapleton Master Documents shall control; provided, the Governing Documents may contain more restrictive provisions and not be in conflict with the Stapleton Master Documents. If there are conflicts between or among any of the Governing Documents, then the Charter, the Arti-

cles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Rowhome Neighborhood (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use diagrams, tables, and keynotes to illustrate concepts and assist the reader. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

Space has been set aside throughout this Charter to allow the reader to make notes. Any such notes are not part of this Charter and have no legal or binding effect.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

The Board may, by resolution, resolve any ambiguities in the Governing Documents, and any reasonable interpretation of an ambiguous provision shall be determinative.

1.3. Definitions

Certain terms are defined in this Charter. These terms shall have the meaning described in the paragraph where they first appear in bold print. An index to defined terms is found following the table of contents to this Charter.

1.4. Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall mean the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, any one authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Person. References in the Governing Documents to a "Person" or "Persons" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Governing Documents to a "recorded" legal instrument, or to "recordation" or the "recording" of a legal instrument, shall refer to an instrument filed or recorded, or the filing or recording of a legal instrument, in the official records of the City and County of Denver, Colorado.

NOTES

Chapter 2

Community Administration

Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Association, the owners, and others have a role in the functioning of the community and in helping to fulfill that vision. This chapter identifies these stakeholders and describes their roles in administering the Rowhome Neighborhood.

2.1. The Founder

The Founder has established the vision for the Rowhome Neighborhood and, through the Governing Documents, has set forth the founding principles that will guide the Rowhome Neighborhood. The Founder plays an integral part in the Rowhome Neighborhood during the "Development and Sale Period," which is the period of time during which the Founder owns real property in the Rowhome Neighborhood or has an unexpired option to expand the Rowhome Neighborhood pursuant to Chapter 14.

The Founder also reserves the right during the "Founder Transition Period," to appoint a majority of the members of the Association's board of directors ("Board") and to retain a non-voting, advisory seat on the Board for a period of 10 years following the termination of the Founder Transition Period, as described in the By-Laws. The Founder Transition period is described in Section 14.3.

2.2. The Association

The Founder has established the Association as the primary entity responsible for administering the Rowhome Neighborhood in accordance with the Governing Documents. On most matters, the Association acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's

ability to act without the approval of the Association's members. Unless the Governing Documents or Colorado law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

The Association may exercise all rights and powers that the Governing Documents and Colorado law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

The Association is a "Neighborhood Association" under the Master Declaration.

2.3. The Board

The Board shall serve the same role as the board of directors of a nonprofit corporation pursuant to Colorado corporate law and as the "executive board" as defined by the Act. In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in this Charter and the By-Laws.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Board is not legally obligated to file a lawsuit or institute any other proceeding on behalf of or in

the name of the Association or its members under any circumstances and may exercise its business judgment in deciding whether to take any such action.

2.4. The Owners

Each Person that holds record title to a Rowhome, as defined in Chapter 3, is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Rowhome is sold under a recorded contract of sale and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Rowhome has more than one Owner, all Co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in Part Two of this Charter. Each Owner also has an opportunity to participate in the administration of the Rowhome Neighborhood through membership in the Association and through service to the Rowhome Neighborhood in various committee and leadership roles.

2.5. Secured Lenders

If a Rowhome is made subject to a deed of trust, mortgage, or other form of security instrument ("Deed of Trust"), then the holder or beneficiary of that Deed of Trust ("Secured Lender") also has an interest in the administration of the Rowhome Neighborhood. The Governing Documents contain various provisions for the protection of Secured Lenders, including those set forth in Chapter 13.

2.6. Master Association

The Association and all Owners are subject to the terms, provisions, covenants, and restric-

tions of the Master Declaration in addition to this Charter. As provided in the Master Declaration, each Owner is automatically a member of the Master Community Association, Inc. ("**Master Association**"). The Association and all Owners shall be subject to the jurisdiction of the Master Association, including, but not limited to, the obligation to contribute to the Master Association's common expenses and the rights of the Master Association to enforce the Master Declaration.

The purpose of the Master Association is to provide governance and promote social events and activities for the overall Stapleton Community, including the Rowhome Neighborhood. The Rowhome Neighborhood is one of many neighborhood communities within the Stapleton Community, and the Association is one of many sub-associations within the Master Association.

NOTES



Chapter 3 Community Structure and Organization

The Community consists of parcels of property, referred to as Rowhomes, which are intended for the exclusive use of the Owner and other occupants of such parcel, as well as property that is intended for common use. Rowhomes are grouped into Election Districts to facilitate the election of directors to the Board. Rowhomes also are assigned to Service Areas to permit the Association to provide special services and benefits to particular areas of the Rowhome Neighborhood.

3.1. Designations of Properties Comprising the Rowhome Neighborhood

Rowhomes. Each lot or parcel in the Rowhome Neighborhood that may be separately conveyed for use and occupancy as a residence for a single family, including the dwelling and other improvements on the lot, is referred to in the Governing Documents as a "Rowhome." A Rowhome includes, and ownership of the Rowhome includes, the conveyed lot and the dwelling and all other structures or improvements on the lot.

The vertical (*i.e.*, perimeter) boundaries of each Rowhome shall be the plane formed by, and extending upward and downward from, the boundaries described on the recorded deed conveying ownership of the Rowhome. There shall be no horizontal (*i.e.*, upper and lower) boundaries of a Rowhome.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Rowhome is referred to as "Common Area."

Limited Common Area. Certain portions of the Common Area may be designated as "Limited Common Area" and assigned for the exclusive use or primary benefit of less than all Rowhomes or Rowhomes in specified portions of

the Rowhome Neighborhood. Limited Common Areas might include such things as recreational amenities, entry features, or alleyways, among other things.

The Founder may designate property as Limited Common Area and assign it to particular Rowhomes on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Charter. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Rowhomes.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes any Common Area and those portions of the Rowhomes for which the Association has maintenance responsibility under this Charter, and may include property owned by the Master Association and property dedicated to the public, such as public rights-of-way. The Area of Common Responsibility is more specifically described in Section 6.2(b).

3.2. Service Areas

Rowhomes may be grouped into "Service Areas." The Rowhomes within a Service Area may receive benefits or services that the Association does not provide to all Rowhomes within the Rowhome Neighborhood and may be charged a separate Service Area Assessment (as defined in Chapter 11) to pay for such benefits and services. In addition, a Service area may be designated

Community Structure and Organization

solely for the purpose of creating an area from which a Voting Delegate is elected, as provided in Section 4.3. A Service Area may be comprised of Rowhomes of more than one housing type and may include Rowhomes that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Rowhomes to a particular Service Area either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to change Service Area boundaries.

An instrument recorded for the purpose of designating, enlarging, or otherwise revising, Service Area boundaries shall not constitute an amendment to this Charter as defined in the Act, and no consent or approval of any Person shall be required except as specifically stated in this section.

3.3. Election Districts

The Founder may establish Election Districts at any time prior to expiration of the Founder Transition Period by filing with the Association and recording a Supplement identifying the boundaries of, or the Service Areas comprising, each Election District.

After expiration of the Founder Transition Period, the Board, with the approval of Voting Delegates representing a majority of the total votes in the Association, may create one or more Election Districts, or change the boundaries of existing Election Districts, by recording a Supplement or amending a previous Supplement.

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Chapter 4

Association Membership and Voting Rights

The Association is a mechanism by which each Owner can participate in the governance and administration of the Rowhome Neighborhood. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Owners allow the Owners to participate in administration of the Rowhome Neighborhood and influence the outcome of major decisions.

4.1. Membership

Any Person holding a membership in the Association is sometimes referred to in this Charter as a "Member." Every Owner, including the Founder, is automatically a member of the Association. However, there shall be only one membership per Rowhome. Thus, if a Rowhome has more than one Owner, all co-Owners of the Rowhome share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

4.2. Voting

Each Rowhome is assigned one equal vote, subject to any limitations on voting set forth in this Charter, the By-Laws, and the other Governing Documents.

4.3. Representative Voting and Election Districts

(a) *Voting Delegates.* The Governing Documents allow for the creation of a representative system of voting whereby a "Voting Delegate" is elected by a Service Area to cast the votes allocated to Rowhomes in that Service Area. The Board may decide at any time, in the exercise of its discretion, to implement the representational voting system. However, implementing the system is not required, and until

such time as the Board first calls for election of a Voting Delegate for a particular Service Area, each Owner of a Rowhome in such Service Area shall be considered a "Voting Delegate" under the Governing Documents and may personally cast the vote allocated to such Owner's Rowhome on any issue requiring a vote of the Voting Delegates.

If a Voting Delegate is elected from a Service Area, he or she is responsible for attending Association meetings on behalf of the Service Area he or she represents and for casting all votes allocated to Rowhomes in such Service Area on any matters as to which Voting Delegates are entitled to vote under the Governing Documents. A Voting Delegate may vote all votes it is entitled to cast in its discretion and may, but need not, poll the Owners of Rowhomes in the Service Area which he or she represents prior to voting. On any matter, other than election of directors, for which a Voting Delegate is entitled to cast more than one vote, the Voting Delegate may cast all such votes as a block or split them but shall not be entitled to fractionalize any single vote.

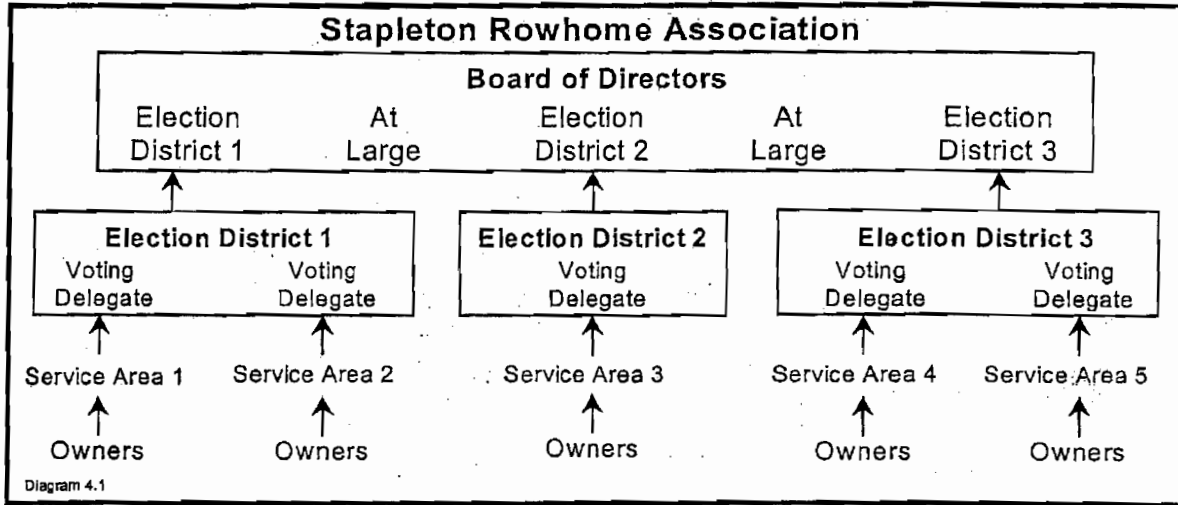
Voting Delegates are not Board members and are subordinate to the Board. A Voting Delegate's responsibility and authority does not extend to policymaking or supervising Association governance. Voting Delegates are elected to vote on matters for which Voting Delegates are permitted to vote under the Governing Documents. Voting Delegates, if elected, also are encouraged to attend Board meetings and to communicate to the Board matters of particular concern to the Owners within the Service Area they represent.

(b) *Election Districts.* The Rowhome Neighborhood may be grouped into "Election Districts" for the sole purpose of electing direc-

Association Membership and Voting Rights

tors to the Board. Election Districts shall be created, if at all, to provide for representation on the Board from throughout the Rowhome Neighborhood, thereby avoiding a situation in which particular groups, by virtue of the number of votes they represent, are able to elect the entire Board to the exclusion of others.

The number of Election Districts shall not exceed the total number of directors on the Board, and each Election District shall elect an equal number of directors to the Board. An Election District may consist of one or more Service Areas or other combinations of Rowhomes.



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PART TWO: COMMUNITY STANDARDS

A people that values its privileges above its principles soon loses both.

Dwight D. Eisenhower



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Chapter 5

Architecture, Landscaping, and Aesthetic Standards

The Stapleton Community and the Rowhome Neighborhood derive their unique character from a mix of compatible architectural styles and from the cooperation of all Owners in upholding minimum design, landscaping, and aesthetic standards. This chapter explains the role of the Master Association and others in this process and sets forth certain additional standards with respect to the Rowhome Neighborhood.

5.1. Master Association Design Standards

Certain modifications to the exterior of the dwelling, other structures, and landscaping that are part of a Rowhome require the approval of the Residential, Renovation and Remodeling Committee of the Master Association pursuant to the Master Declaration, in addition to any Board approval required under this chapter. These include, but are not limited to, increases in the total square footage of a dwelling; additions to or other changes in exterior decks, balconies, or entry areas; and substantial changes to the architectural style and character of the Rowhome.

5.2. Restrictions on Porch Modification

In addition to any approvals required under the Master Declaration, the Community Planning & Development Department of the City and County of Denver ("**Denver Planning**") must give its written approval before any building elements, porches, or awnings may be added to the front of those Rowhomes that are part of the Founder's Colonial Row Homes, 3700 Series. This restriction is necessary to insure that the fire rating of the porch assemblies are not compromised. Notwithstanding any other provision of this Charter to the contrary, the provisions of this Section may not be amended in any way without Denver Planning's prior written permission.

5.3. Landscaping Within Front Yards

Landscaping within the front yards of the Rowhomes is an important unifying element of the Rowhome Neighborhood. Accordingly, no Owner may alter the nature or character of the landscaping originally installed by the Founder on a Rowhome without the Board's prior written approval.

5.4. Other Changes Requiring Board Approval

No Owner or other Person may take any action that penetrates the exterior of a Rowhome structure or make any change in the exterior colors of a Rowhome structure without the Board's prior written approval.

5.5. Landscaping in Backfill Zone

The five-foot area surrounding the foundation of each Rowhome structure is referred to as the "**Backfill Zone.**" Non-living landscaping (*i.e.*, rock, bark, mulch, etc.) is permitted within the Backfill Zone, subject to compliance with the Community-Wide Standard (as defined in Section 6.1). Live plant material and a drip line system may be installed in the Backfill Zone only if the following guidelines are followed:

(a) A 10-milliliter (minimum thickness) EDPM membrane must be installed at a minimum of six to eight inches below top of grade and covers that portion of the Backfill Zone where plants are installed;

(b) The EDPM must be sealed to the foundation of the Rowhome structure and have negative slope away from the foundation; and

(c) If a drip line system is installed, all connections for the drip line must be made out of the Backfill Zone.

Architecture, Landscaping, and Aesthetic Standards

Each Owner is responsible for maintaining the proper grading of the Backfill Zone on his or her Rowhome, subject the Founder's obligations under any applicable contractual warranty.

5.6. No Waiver of Future Approvals

The people reviewing applications for changes to the Rowhomes will change from time to time, and the opinions on aesthetic matters may also change. The approval of changes to the Rowhomes shall not constitute a waiver of the Board's right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

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Chapter 6

Maintenance, Repair, and Replacement

One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the Rowhome Neighborhood. This chapter describes the Owners' responsibilities for maintenance and repair of their Rowhomes and for insuring their Rowhomes against property damage so that funds will be available for repair and restoration if needed.

6.1. Community-Wide Standard

All property and improvements within the Rowhome Neighborhood shall be maintained to the "Community-Wide Standard." The Community-Wide Standard is the highest of: (a) the standard of use, conduct, maintenance, architecture, landscaping, or aesthetic matters generally prevailing in the Rowhome Neighborhood, (b) the minimum standards described in this Charter, the Use Restrictions, and Board resolutions, or (c) the minimum standards established in accordance with the Master Declaration.

The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board's discretion. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Rowhome Neighborhood matures.

6.2. Maintenance of the Rowhome Neighborhood

Maintenance of property within the Rowhome Neighborhood shall be allocated among and between the Owners, the Association, and third parties in the manner provided in this Char-

ter and in a Supplement pertaining to particular Rowhomes. It is anticipated that that the maintenance responsibilities for different areas within the Rowhome Neighborhood will be allocated differently and, as such, the particular maintenance requirements for each different area will be set out in greater detail in an applicable Supplement.

(a) *Rowhomes.* Each Owner shall maintain the interior and structural portions of the dwelling and other buildings on his or her Rowhome. Maintenance of the exterior portions of buildings and other structures and other improvements comprising the Rowhome shall be allocated as set forth in a Supplement. In any event, maintenance of the Rowhomes shall be done in a manner consistent with the Governing Documents and the Community-Wide Standard.

(b) *Area of Common Responsibility.* The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to, any Common Area within the Rowhome Neighborhood, such exterior portions of any Rowhome as are more particularly described in an applicable Supplement, and any additional property as may be dictated by the Founder, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association.

Except as otherwise specifically provided, and subject to compliance with the Community-Wide Standard, the Board may decide upon the parameters of any maintenance for which it is responsible (*i.e.*, how often a particular service is provided; the order of priority of areas served; etc.).

Maintenance, Repair, and Replacement

The Association may maintain other property it does not own if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

For a 10-year period following the termination of the Founder Transition Period, the Association shall prepare and provide to the Founder an annual maintenance report describing the general state of the Area of Common Responsibility, any major repair items from the previous year, and any maintenance charges or unusual maintenance items anticipated for the coming year.

6.3. Maintenance and Repair of Party Walls and Similar Structures

(a) Each wall, fence, driveway, or similar structure built as part of the original construction on the Rowhomes that serves and/or separates any two adjoining Rowhomes shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Owner of any Rowhome served or separated by such structure may restore it and seek contribution for restoration costs in equal proportions from the Owners of other Rowhomes so served or separated. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Any Owner's right to contribution from any other Owner under this Section shall be ap-



purtenant to the land and shall pass to such Owner's successors-in-title.

(d) To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 15.

6.4. Public Landscape Areas

The Association shall maintain all landscaping, trees, grass, and public sidewalks within any "Public Landscape Area." The "Public Landscape Areas" are those areas extending from the exterior boundary of each Rowhome to the curb of the adjacent public street, including publicly dedicated rights-of-way within or abutting the Rowhome Neighborhood. The Public Landscape Areas throughout the Rowhome Neighborhood shall be more particularly described in recorded Supplements.

The maintenance of landscaping and public sidewalks within the Public Landscape Areas shall be performed in accordance with policies and standards adopted by the Board and in compliance with requirements of the City and County of Denver and shall include snow and ice removal from sidewalks.

Irrigation of the Public Landscape Area will be the Association's responsibility. The Association also shall be responsible for repairing, re-sodding, or otherwise remedying any damage to the landscaping, including trees, in the Public Landscape Areas that is caused by improper maintenance or operation of the irrigation system by the Association.

6.5. Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibil-

Maintenance, Repair, and Replacement

ity, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

In the event of damage to or destruction of any portion of the Rowhome Neighborhood, including any portion of a Rowhome, for which the Association has insurance responsibility under Chapter 10, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct damaged improvements, and utilize insurance proceeds for such purpose, unless

(a) the Rowhome Neighborhood is terminated as provided in the Act;

(b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) 67% of the Owners, including (i) every Owner of a Rowhome that will not be rebuilt, and (ii) every Owner of a Rowhome to which a Limited Common is assigned, vote not to rebuild.

No Secured Lender shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed, except that prior to the conveyance of any Rowhome to an Owner other than the Founder, the Association need not repair or reconstruct if the Secured Lender of the damaged portion of the Rowhome Neighborhood rightfully demands all or a substantial part of the insurance proceeds.

If a decision is made not to restore the damaged improvements and no alternative improve-



ments are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain and place in a capital improvements account for the benefit of all Owners, or the Owners of Rowhomes within the affected Service Area, as appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. Any insurance proceeds attributable to dwellings on Rowhomes that are not rebuilt must be distributed to the Owners of such Rowhomes, or to Secured Lenders, as their interests may appear. This is a covenant for the benefit of Secured Lenders and may be enforced by the Secured Lender of any affected Rowhome.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 10.4.

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Chapter 7

Use and Conduct

In order to maintain an environment that encourages respect for and courtesy among neighbors and minimizes the potential for disputes, this chapter sets forth basic standards regarding use, occupancy and transfer of interests in Rowhomes. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct and activities within the Rowhome Neighborhood to address particular needs and desires of the Rowhome Neighborhood over time.

7.1. Use, Occupancy, and Transfer of Interests in Rowhomes

(a) *Residential and Related Uses.* Rowhomes may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing and sale activities of the Founder and its designees. A business activity shall be considered "related" to a residential use and thus permitted under this Section only if conducted by a person or persons residing in the Rowhome and only if the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Rowhome by employees who do not reside in the Rowhome, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Rowhome Neighborhood; and

(iv) is consistent with the residential character of the Rowhome Neighborhood and does not constitute a nuisance or a hazardous or

offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a Rowhome for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Rowhome at any time. This provision shall not preclude an institutional lender from leasing one or more Rowhomes upon taking title following foreclosure of its security interest in the Rowhome or upon acceptance of a deed in lieu of foreclosure. For purposes of this Charter, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a Rowhome by any Person other than the Owner, for which the Owner receives any consideration or benefit.

(b) *Leasing.* Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

All leases shall be in writing, shall be for a minimum term of 30 days, and shall disclose that the tenants and all occupants of the leased Rowhome are bound by and obligated to comply with the Governing



Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Within 10 days of a lease being signed, the Owner of the leased Rowhome shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this sub-section, the Association or the Board may adopt Use Restrictions governing leasing and sub-leasing.

(c) Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Rowhome shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(d) Subdivision and Combination of Rowhomes. No Person other than the Founder and Persons specifically authorized by the Founder shall subdivide or change the boundary lines of any Rowhome or combine Rowhomes without the Board's prior written approval. Any subdivision shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Rowhome(s). In the absence of such recorded instrument, adjacent Rowhomes owned by the same Owner shall continue to be treated as separate Rowhomes for purposes of voting and assessment, and the Owner of such adjacent Rowhomes shall be responsible for separate assessments for each such Rowhome.

(e) Timesharing. No Rowhome shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Rowhome rotates among participants in the program on a fixed or floating time schedule over a period of years.

7.2. Use Restrictions/Authority and Procedures for Change

The Governing Documents establish a framework of covenants and conditions that govern the Rowhome Neighborhood. The initial Use Restrictions attached as Exhibit "C" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Rowhome Neighborhood. Therefore, the Board and the Owners are authorized to change the Use Restrictions in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) Board Authority. Subject to the notice requirements in Section 7.2(c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its Members, the Board may adopt new Use Restrictions and modify or rescind existing Use Restrictions by majority vote of the directors at any Board meeting.

(b) Membership Authority. Subject to the notice requirements in Section 7.2(c), Voting Delegates representing a majority of the votes in the Association may also adopt new Use Restrictions and modify or rescind existing Use Restrictions at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Use Restriction was adopted. However, during the Development and Sale Period, any such action shall also be subject to the Founder's approval.

(c) Notice. The Board shall send notice to all Owners concerning any proposed Use Restriction change at least five business days prior to the meeting at which such action is to be considered. At any such meeting, Voting Delegates

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shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to any Common Areas, notwithstanding that such policies may be published as part of the Use Restrictions.

(d) Effective Date. A Use Restrictions change adopted under this Section shall take effect 30 days after the date on which written notice of the Use Restrictions change is given to the Owners.

(e) Conflicts. No action taken under this Section shall have the effect of modifying or repealing any provision of this Charter other than the Use Restrictions. In the event of a conflict between the Use Restrictions and any provision of this Charter (exclusive of the Use Restrictions), the Charter shall control.



Since it is impossible to foresee all potential situations and problems that may arise within the community, the Board and the Owners have the authority to adopt and modify rules as needed to address these changing circumstances.

7.3. Protection of Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C," all Use Restrictions shall comply with the following provisions:

(a) Similar Treatment. Similarly situated Rowhomes shall be treated similarly; however, the Use Restrictions may vary by Service Area.

(b) Displays. No Use Restriction shall prohibit an Owner or occupant of Rowhome from right to displaying political, religious, or holiday symbols and decorations on his or her Rowhome of the kinds normally displayed in single-family residential neighborhoods, nor shall any Use Re-

striction regulate the content of political signs except content or graphics which the Board deems to be obscene, vulgar, or similarly disturbing to the average person. However, the Association may adopt time, place, and manner restrictions with respect to signs, symbols, and displays visible from outside structures on the Rowhome, including reasonable limitations on size and number.

(c) Household Composition. No Use Restriction shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Rowhome size and facilities and its fair share use of the Common Area.

(d) Activities Within Dwellings. No Use Restriction shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(e) Allocation of Burdens and Benefits. No Use Restriction shall alter the allocation of financial burdens among the various Rowhomes or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided in Chapter 11.

(f) Leasing and Transfer of Rowhomes. No Use Restriction shall prohibit leasing or transfer of any Rowhome or require approval prior to leasing or transferring a Rowhome. The Use Restrictions may also require that Owners use Board-approved lease forms (or include specific

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lease terms), and may impose a reasonable review or administrative fee in connection with the Board's review of a lease.

(g) Abridging Existing Rights. No Use Restriction shall require the disposal of personal property kept in or on a Rowhome in compliance with the Use Restrictions in effect at the time such personal property was brought onto the Rowhome. This exemption shall apply only during the period of such Owner's ownership of the Rowhome and shall not apply to subsequent Owners who take title to the Rowhome after adoption of the Use Restriction.

(h) Reasonable Rights to Develop. No Use Restriction may unreasonably interfere with the Founder's ability to develop, market and sell property in the Rowhome Neighborhood.

(i) Interference with Easements. No Use Restriction may unreasonably interfere with the exercise of any easement.

7.4. Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Rowhome is limited and affected by the Use Restrictions, which may change from time to time. All Rowhome purchasers are hereby notified that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a recorded document. A copy of the current Use Restrictions and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

7.5. Changes in Master Plan

Each Owner acknowledges that the development of the Rowhome Neighborhood is likely to extend over many years, and agrees that the

Association shall not engage in, or use Association funds to support, any protest, challenge, or other form of objection to changes in uses or density of property within the Rowhome Neighborhood, or changes in the Founder's master plan as it relates to property outside the Rowhome Neighborhood, without the Founder's prior written consent.

7.6. View Impairment

Neither the Founder nor the Association guarantee or represent that any view over and across any property within or outside of the Rowhome Neighborhood will be preserved without impairment. Neither the Founder nor the Association shall have any obligation to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

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Chapter 8 Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Rowhome Neighborhood. However, if they are to have any real meaning, there must be a commitment by the stakeholders in the Rowhome Neighborhood to comply with them, and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

8.1. Compliance

Every Owner, occupant, and visitor to a Rowhome must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants of or visitors to their Rowhomes and for any damage to the Area of Common Responsibility that such occupants or visitors cause.



All Owners are required to abide by the Governing Documents. If an Owner fails or refuses to obey the Governing Documents the Owner may be subject to various penalties including fines and the loss of the right to use the Common Areas.

8.2. Remedies for Non-Compliance

Subject to the dispute resolution procedures required under Chapter 15, the Association and the Founder shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents.

(a) *Sanctions Requiring Prior Notice and Hearing.* After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Rowhome. In the event that any occupant, guest, or invitee of a Rowhome violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Base or Special Assessment);

(iii) suspend services the Association provides (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(iv) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(v) without liability to any Person, preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Chapter 5 from continuing or performing any further activities in the Rowhome Neighborhood;

(vi) levy Specific Assessments to cover costs the Association incurs in bringing a Row-

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home into compliance with the Community-Wide Standard or other requirements under the Governing Documents; and

(vii) record a notice of violation with respect to any Rowhome on which a violation exists.

(b) *Other Sanctions.* The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Rowhome in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Rowhome that is in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition;

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner fails to take action as required pursuant to Section 8.2(b)(iii) within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(v) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.



8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

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

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

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

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

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, the prevailing party, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

8.5. Enforcement of Ordinances

The Association may, but shall have no obligation to, enforce applicable city and county ordinances.

PART THREE: ASSOCIATION OPERATIONS

Do what you can, with what you have, where you are.

Theodore Roosevelt



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Chapter 9 Property Management and Other Services

The Association is responsible for maintaining and operating property and facilities for the common benefit of the Owners and residents of Rowhomes. In addition, the Association is a vehicle for providing a variety of services for the benefit of the Rowhome Neighborhood at large and individual Rowhomes. This chapter discusses the Association's obligations and rights in this regard.

9.1. Acceptance and Control of Association Property

(a) Transfers and Conveyances by Founder. The Founder or its designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Rowhome Neighborhood, and the Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Association shall reconvey to the Founder, or any designee, any real property that the Founder originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) Management and Control. The Association is responsible for management, operation, and control of any Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate.

9.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard, as provided in Section 6.1.

9.3. Cooperation with Special Districts

The Association may contract with, and shall cooperate with, any metropolitan or special districts that may be created as a special purpose unit of local government in accordance with Colorado law to provide community services to any property within the Rowhome Neighborhood to ensure that their respective responsibilities are discharged.

9.4. Provision of Services to Rowhomes

The Association may arrange for or provide services to Owners and their Rowhomes, directly or through contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Rowhomes, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services and technology services.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Rowhome, may result in termination of services provided to such Rowhome. Any

Property Management and Other Services

such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Rowhome as a Common Expense or Service Area Expense pursuant to Chapter 11.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

9.5. Provision of Services to Service Areas

The Association shall provide services to Rowhomes within any Service Area designated by the Founder pursuant to Section 3.2 as required by the terms of any Supplement applicable to the Service Area.

9.6. Community Education and Training

Owners, tenants, and other Rowhome residents who are well informed regarding the community's governance structure and development goals, and their rights and responsibilities in the community, have greater capacity to participate in civic life and in the affairs of the community. Educating owners about ownership rights, voting privileges, property use restrictions, assessment responsibility, community development, developer transition, community activities, etc., should be an ongoing innovative process geared toward all residents.

To achieve the goal of educating stakeholders about how their community operates, the Association may establish education, training, and orientation programs, including "continuing" education programs, for everyone in the Rowhome Community. The Association also may require, or otherwise make available, training for directors. The Association may cover such topics as board election procedures, director responsi-



bilities and duties, officers' duties and responsibilities, and committee service guidelines and training.

The Association may utilize any appropriate method to achieve these education goals, including a community intranet; classes regarding community structure and governance; and coordinated activities with the Master Association. The Association's expenses of training, education, or orientation, or contracts for such services from third parties, shall be Common Expenses.

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Chapter 10

Association Insurance

The Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

10.1. Required Coverages

Commencing not later than the time of the first conveyance of a Rowhome to a Person other than the Founder, the Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Master fire and casualty insurance (or comparable coverage by whatever name denominated), with extended coverage endorsement for the full insurable value of all buildings and other improvements within the Rowhome Neighborhood, regardless of ownership, less a reasonable deductible, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

The Association's property insurance shall cover, without limitation, building structures, including fixtures, improvements, and alterations that are a part of the exterior of buildings or structures contained within the Rowhome Neighborhood, and fixtures, cabinets, and countertops (at a base level applicable uniformly to all Rowhomes) contained within the interior of a dwelling. The Association's insurance policy shall exclude any improvements and betterments made by the Owner and shall exclude the

interior, finished surfaces of perimeter and partition walls, floors, and ceilings within dwellings (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet, and any floor covering), all of which shall be the Owner's responsibility. Each Owner's responsibility for insurance relating to his or her dwelling is more specifically described in Section 10.5.

The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

(b) Public liability and property damage insurance on the Area of Common Responsibility, with a cross liability endorsement, if available, insuring the Association, any property manager employed or otherwise retained by the Association, the Founder, and the Owners against claims and liabilities in connection with the ownership, existence, use, management, and/or maintenance of such property. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to death, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies;

(c) Workers compensation insurance covering Association employees, if and to the extent required by law;

(d) Directors and officers liability coverage; and

(e) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth of the annual Base Assessments on all Rowhomes plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Denver area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this Section requires.

10.2. Deductibles

The Association's policies may contain a reasonable deductible (not to exceed \$1,000.00 per occurrence without the Board's express approval), which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 10.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board shall assess the full amount of such deductible against such Owner(s) and their Rowhomes as a Specific Assessment.



Persons who cause damage in the Rowhome Neighborhood shall be held responsible for the insurance deductible

payable on any insurance claim related to such damage.

10.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Colorado that satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Owners of Rowhomes within the Service Area to which the Limited Common Area is assigned and their Secured Lenders, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Secured Lenders individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;



(g) provide a waiver of subrogation against any Owner or household member of an Owner; and

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

(a) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

(b) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(c) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(d) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(e) a cross liability provision; and

(f) a provision vesting in the Board exclusive authority to adjust losses. However, Secured Lenders having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

10.4. Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, unless otherwise provided in a Supplement or if the Board reasonably determines that premiums for property insurance on Rowhomes within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense.

10.5. Owner Insurance

Each Owner is solely and directly responsible for obtaining insurance covering those portions of his or her Rowhome, including all personal property, not insured by policies maintained by the Association. Specifically, the property insurance coverage maintained by each Owner shall include any improvements and fixtures installed by such Owner, and furnishings, carpeting and other floor coverings, draperies, wallpaper, and other wall coverings, and any oven, range, refrigerator, disposal, and other items of personal property belonging to such Owner.

In addition, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Rowhome due to occurrences originating within the Owner's Rowhome and caused by the Owner's negligence, the Owner's failure to maintain his or her Rowhome, or any other casualty within the Rowhome which causes damage to another Rowhome or any Common Area. Each Owner also is responsible for any title insurance related to the ownership of their Rowhome.

NOTES


Chapter 11

Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Rowhomes and collect from the Owner of each Rowhome. Assessments are secured by a lien on each Rowhome as described in this chapter.


Association Funds

- General Operating Fund
- Service Area Operating Funds
- Reserve Funds for Repair and Replacement of Capital Items




Primary Sources of Income

- Base Assessments
- Service Area Assessments
- Special Assessments
- Specific Assessments
- Founder Subsidy (if any)
- One-time Contributions to Working Capital



Secondary Sources of Income

- Facilities Rental
- Monetary Penalties
- Interest on Reserves and Delinquent Assessments
- Late Charges



11.1. Association Expenses

(a) *Common Expenses.* Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Charter, any Supplement, or any other recorded covenants or agreements.

(b) *Service Area Expenses.* All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance and operation of Limited Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Rowhome among all Service Areas receiving the same service.

11.2. Budgeting for and Allocating Association Expenses

(a) *Preparation of Budget.* Prior to the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

Each Association budget shall clearly set forth the significant assumptions upon which budget calculations are made.

Until the Association first levies assessments, the Founder shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this Chapter.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for whom the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

* The Association shall have a capital reserve study done by a third party (which may be the Association's management company) at least once every two years. The reserve study shall take into account the factors referenced in the above paragraph. The Board and the Founder may rely on the results of any such reserve study in factoring the appropriate level of reserves required for the Rowhome Neighborhood. So long as the Board acts consistently with any such reserve study in determining the amount or necessity of the reserve fund, the amount shall be considered adequate.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Rowhomes, and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to Sections 11.2(b) and (c).

(b) *Calculation of Base Assessments.* The total budgeted Common Expenses, less any sur-

plus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Rowhomes, shall be allocated among all Rowhomes subject to assessment under Section 11.5 and levied as a "Base Assessment." Base Assessments shall be levied at a uniform rate per Rowhome.

The Founder may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Founder under Section 11.6(c)). Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder.

(c) *Calculation of Service Area Assessments.* The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Rowhomes in the Service Area that are subject to assessment under Section 11.5 and levied as a "Service Area Assessment." Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Rowhome in the Service Area.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) *Notice of Budget and Assessment; Right to Disapprove.* Within 30 days after the Board adopts any budget, the Board shall send a summary of the budget, together with notice of



the amount of the Base Assessment or any Service Area Assessment to be levied pursuant to such budget, to the Owner of each Rowhome responsible for a share of the expenses covered by such budget. The notice shall announce the date set for a meeting of the Owners to consider such budget. The date of the meeting shall be not less than 14 or more than 60 days after the date of mailing or other delivery of the summary of the budget. The Common Expense budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Owners (voting personally and not through Voting Delegates) representing at least 75% of the total votes in the Association. Each Service Area budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Owners of at least 75% of the Rowhomes within the Service Area.

pated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Voting Delegates representing more than 50% of the votes attributable to Rowhomes subject to assessment under Section 11.5 and shall be allocated equally among all such Rowhomes. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Rowhomes in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 11.2(c). In addition, during the Development and Sale Period, any Special Assessment shall also be subject to the Founder's written consent.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget takes effect in accordance with the above procedures without veto by the members.

Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(e) Budget Revisions. The Board may revise the budget and adjust the Base Assessment or Service Area Assessments any time during the year, subject to the same notice requirements and veto procedures set forth in Section 11.2(d).

11.4. Specific Assessments

The Association may levy **Specific Assessments** against a particular Rowhome as follows:

(f) Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for all Association expenses and any prepayment of or provision for reserves shall be taken into account in the income portion of the budget pursuant to which the funds were collected, in order to reduce the assessments that would otherwise be levied pursuant to that budget in the succeeding year.

(a) to cover the costs, including overhead and administrative costs, of providing services to the Rowhome upon request of the Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 9.4). Specific Assessments for optional services may be levied in advance of the provision of the requested service; and

11.3. Special Assessments

The Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unantici-

(b) to cover costs incurred in bringing the Rowhome into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Rowhome, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Rowhome Owner prior written

Association Finances

notice and an opportunity for a hearing in accordance with the By-Laws before levying any Specific Assessment under this subsection.

11.5. Authority to Assess Owners; Time of Payment

The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Rowhome at such time as the Association's first budget becomes effective and assessments are levied in accordance with such budget. The first annual Base Assessment and Service Area Assessment, if any, levied on each Rowhome shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Rowhome.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Rowhome and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Rowhome, the Board may require the outstanding balance on all assessments to be paid in full immediately.

11.6. Obligation for Assessments

(a) *Personal Obligation.* By accepting a deed or entering into a recorded contract to purchase any Rowhome, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 12% per annum or such higher rate as the Board may establish, subject to the limitations of Colorado law), late charges as determined by



Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Owner and a lien upon each Rowhome until paid in full. Upon a transfer of title to a Rowhome, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Rowhome, or non-use of services provided to all Rowhomes or to all Rowhomes within the Service Area to which the Rowhome is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.



By buying a Rowhome in the Rowhome Neighborhood each Owner agrees to pay all assessments levied against his or her Rowhome. If the Owner does not pay on time, the Owner will be charged late fees and interest on all past due amounts. Owners may not reduce their assessments because of any action or inaction by the Association.

(b) *Assessment Statement.* Upon written request of any Owner, Secured Lender, prospective Secured Lender, or prospective purchaser of a Rowhome, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Association's registered agent or designee, the Association shall issue a written statement setting forth the amount of any unpaid assessments with respect to such Rowhome, the amount of current periodic assessments and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested.

The Association may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Association as to Persons who rely thereon in good faith. Provided such request is made in writing, if the request for a statement of account is not processed within 14 days of receipt of the request, all unpaid assessments that become due before the date of such request shall be subordinate to the lien of a Secured Lender that acquired its interest after requesting such statement.

(c) *Founder's Financial Obligations to Association.* The Founder shall be liable for assessments on any Rowhomes it owns that are subject to assessment under this section. The Founder's obligations hereunder may be satisfied in the form of cash or by "in-kind" contributions of services or materials, or by a combination of these. Such "in-kind" contributions shall abate or reduce the Founder's assessment obligation by the commercially reasonable value of such contributions, as determined in the Board's reasonable discretion. After termination of the Founder Transition Period, the Founder shall pay Base Assessments on any Rowhomes it owns in the same manner as any other Owner liable for such assessments.

11.7. Lien for Assessments

In accordance with §38-33.3-316 of the Act, the Association shall have a statutory lien against each Rowhome to secure payment of assessments, as well as interest, late charges (subject to the limitations of Colorado law), and costs of collection (including attorneys fees and expenses). Such lien shall be superior to all other liens, except as provided in §38-33.3-316 of the Act.


Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Rowhome the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the Association's failure to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(a) *Enforcement of Lien.* The Association may bid for the Rowhome at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Rowhome. While a Rowhome is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Rowhome shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Rowhome had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(b) *Effect of Sale or Transfer.* Sale or transfer of any Rowhome shall not affect the assessment lien or relieve such Rowhome from the lien for any subsequent assessments. However, the sale or transfer of any Rowhome pursuant to



foreclosure of a first Deed of Trust having priority over the Association's lien shall extinguish the lien as to any installments of such assessments due more than six months prior to the Secured Lender's foreclosure. The subsequent Owner of the foreclosed Rowhome shall not be personally liable for assessments on such Rowhome due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Rowhomes subject to assessment under Section 11.5, including such acquirer, its successors and assigns.

 In order to insure that each Owner pays its share of Association expenses, the Association has a lien against each Rowhome. If an Owner does not pay his or her assessments on time, the Association may foreclose the lien on such Owner's Rowhome, causing it to be sold to pay the past due assessments. Alternatively, the Association may sue an Owner in court to recover past due assessments.

11.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

- (a) All Common Area; and
- (b) Any property dedicated to and accepted by any governmental authority, public utility, or Special District.

In addition, both the Founder and the Association shall have the right, but not the obligation, to grant exemptions to schools, houses of worship, hospitals, police or fire stations (or other similar public service uses), or Rowhomes owned by Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code and used by such Persons for purposes listed in Section 501(c) of the Internal Revenue Code. Exemptions granted by the Founder shall be binding on the Association.

11.9. Capitalization of Association

The first Owner of each Rowhome other than the Founder shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Rowhome for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Rowhome and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association immediately upon transfer of title, for its use in covering initial start-up expenses, operating expenses and other expenses which it incurs pursuant to this Charter and the By-Laws.

11.10. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this chapter. The Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

11.11. Master Association Assessments

The assessments and other charges described in this chapter are in addition to, and not in lieu of, any assessments or other charges levied by the Master Association pursuant to the Master Declaration.

NOTES

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE
THE ROWHOME NEIGHBORHOOD

You don't get harmony when everybody sings the same note.

Doug Floyd



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Chapter 12 Easements

The easements created in this chapter establish the rights of Owners, the Founder, the Association, and others over property within the Rowhome Neighborhood. Some of these rights are related to development and construction within the Rowhome Neighborhood and on adjacent property, while others relate to the rights of Association to come upon property of others to fulfill its responsibilities and the interrelationships between the Rowhome Neighborhood and the owners of adjacent property.

12.1. Easements in Common Area

The Founder grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to any Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to adopt rules regulating Common Area use and enjoyment; and
- (d) Certain Owners' rights to the exclusive use of those portions of the Common Area designated "Limited Common Area," if any.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her entire Rowhome shall be deemed to have assigned all such rights to the lessee of such Rowhome for the period of the lease.

12.2. Easements of Encroachment

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance

and use of any permitted encroachment, between each Rowhome and any adjacent Common Area and between adjacent Rowhomes. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of not more than one foot, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.



An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. This section permits minor, unintentional encroachments to remain.

12.3. Easements for Utilities and Other Infrastructure

(a) *Installation and Maintenance.* The Founder reserves for itself, its successors, assigns, and designees, perpetual exclusive easements throughout the Rowhome Neighborhood (but not through a structure) for the purpose of:

- (i) installing utilities and other infrastructure, security and similar systems, and drainage systems to serve the Rowhome Neighborhood;
- (ii) installing sidewalks, street lights, and signage on property the Founder or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;
- (iii) inspecting, maintaining, repairing, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access to read, maintain, and repair utility meters.

The Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, and to condition such access on negotiated terms.

(b) *Specific Easements.* The Founder also reserves the right and power to grant and record such specific easements, consistent with Section 12.3(a), as it deems necessary or appropriate to develop the property described in Exhibits "A" and "B." The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) *Minimal Interference.* All work associated with the exercise of the easements described Sections 12.3(a) and (b) shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Rowhome, nor shall it unreasonably interfere with the use of any Rowhome and, except in an emergency, entry onto any Rowhome shall be made only after reasonable notice to the Owner or occupant.

12.4. Easements to Serve Additional Property

The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Secured Lenders, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction

of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property.

If the above easement grants permanent access to any property that is not submitted to this Charter, the Founder, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

12.5. Easements for Maintenance, Emergency, and Enforcement

By this Charter, the Founder grants to the Association easements over the Rowhome Neighborhood as necessary to enable the Association to fulfill its maintenance responsibilities under Section 6.2 and its enforcement rights under Section 8.2. The Association shall also have the right, but not the obligation, to enter upon any Rowhome for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.



The Association may come onto a Rowhome to perform maintenance or to address violations of the covenants but will give prior notice unless there is an urgent need to enter the property.



Chapter 13 Rights of Lenders

In order to enhance each Owner's ability to obtain financing for the purchase of his or her Rowhome, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies that guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of first Deeds of Trust on Rowhomes in the Rowhome Neighborhood. The provisions of this Chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

13.1. Notices of Action

An institutional holder, insurer, or guarantor of a first Deed of Trust that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Rowhome to which its Deed of Trust relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Rowhome Neighborhood or that affects any Rowhome on which there is a first Deed of Trust held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Rowhome subject to the Deed of Trust of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Rowhome or the Owner or occupant that is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders.

13.2. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Secured Lender of any Rowhome in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.3. Notice to Association

Upon request, each Owner shall furnish to the Association the name and address of the holder of any Deed of Trust encumbering such Owner's Rowhome.

13.4. Failure of Secured Lender to Respond

Any Secured Lender who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Secured Lender within 30 days of the date of the Association's request, provided such request is delivered to the Secured Lender by certified or registered mail, return receipt requested.

13.5. Construction of Chapter 13

Nothing contained in this Chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Charter, the By-Laws, or Colorado law for any of the acts set out in this Chapter.

PART FIVE: COMMUNITY DEVELOPMENT

The rung of a ladder was never meant to rest upon, but only to hold a man's foot long enough to enable him to put the other somewhat higher.

Thomas Henry Huxley



Chapter 14

Additional Rights Reserved to the Founder

This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Founder's development and sale of property in the Rowhome Neighborhood, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.

14.1. Expansion by Founder

The Founder reserves the right, without the obligation, to expand the Rowhome Neighborhood to include up to 500 Rowhomes within the property described on Exhibits "A" and "B." Subject to this limitation, the Founder may, from time to time, submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder. The Founder shall have no obligation to develop the maximum number of Rowhomes.

The Supplement shall comply with the requirements of §§38-33.3-209 and 38-33.3-210 of the Act and such other portions of the Act as may be applicable.

The Founder's right to expand the Rowhome Neighborhood under this Section expires when all property described in Exhibit "B" has been submitted to this Charter or 20 years after this Charter is recorded, whichever is earlier. Until then, the Founder may transfer or assign this right to any affiliate or any other Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional

property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever. The Founder may submit different parcels of property to this Charter at different times. The Founder gives no assurances as to the boundaries of the parcels that may be submitted to this Charter, or as to the order in which the Founder may submit different parcels of property to this Charter.

14.2. Additional Covenants and Easements

The Founder may impose additional covenants and easements on portions of the Rowhome Neighborhood, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent.

Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Charter.

During the Development and Sale Period, no one may record any additional covenants or restrictions affecting any portion of the Rowhome

Additional Rights Reserved to Founder

Neighborhood without the Founder's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

14.3. Special Development Rights

In addition to the other rights described in this Chapter and elsewhere within this Charter, the Founder hereby reserves the following "special declarant rights" (as that term is defined in the Act):

(a) the right to complete any improvements indicated on plats or development plans recorded with this Charter, or in the master plan for the Rowhome Neighborhood;

(b) the right to exercise any of the following rights:

(i) the right to expand the Community as provided in Section 14.1;

(ii) the right to create additional Rowhomes up to the number of Rowhomes set forth in Section 14.1;

(iii) the right to subdivide or combine Rowhomes it owns or to convert Rowhomes it owns into Common Areas; and

(iv) the right to reconfigure the boundaries of the Common Area;

(c) the right to maintain sales offices, management offices, and advertising signs within the Rowhome Neighborhood, as set forth in Section 14.4;

(d) the right of access over the Common Area for the purpose of making improvements within the property described in Exhibits "A" and "B";

(e) the right to merge or consolidate the Association with another common interest community of the same form of ownership; and

(f) the right to appoint and remove any director or officer of the Association during the Founder Transition Period as provided in the By-Laws. The Founder Transition Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(i) 60 days after the conveyance of 75% of the maximum number of Rowhomes (as defined in Section 14.1) that may be created and subjected to this Charter to Persons other than a "declarant" (as defined in the Act);

(ii) two years after the last conveyance of a Rowhome by the Founder in the ordinary course of business;

(iii) two years after the Founder last exercised its unilateral right to submit additional property to this Charter pursuant to Section 14.1; or

(iv) when, in its discretion, the Founder voluntarily and expressly surrenders such right in a recorded instrument.

The foregoing rights may be exercised with respect to different portions of the Rowhome Neighborhood at different times. If a development right is exercised with respect to any portion of the Rowhome Neighborhood, it need not be exercised with respect to all or any other portion of the Rowhome Neighborhood. No assurances are made as to the boundaries of the Rowhome Neighborhood or with respect to the order in which such development rights may be exercised.

In addition, the Founder reserves the right to amend this Charter or any Supplement to withdraw unimproved property from the Rowhome Neighborhood and the coverage of this Charter. The Founder may separately exercise such right as to each portion of the Rowhome Neighborhood that is the subject of a separately recorded subdivision map or plat; however, the Founder

Additional Rights Reserved to Founder

may not exercise such right with respect to any property on a particular subdivision map or plat after a Rowhome shown on such map or plat has been conveyed to a Person other than a builder purchasing such Rowhome for development and resale in the ordinary course of its business. "Unimproved" means that no permanent structure has yet been completed on the property. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

14.4. Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Rowhomes. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Founder and its employees, agents, and designees may park vehicles in designated parking areas, including within courtyards enclosed by building frontages or in parking courts.

14.5. Access for Development Purposes

During the Development and Sale Period, the Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area and roadways within the Rowhome Neighborhood for the purpose of:

(a) exercising any rights reserved to the Founder pursuant to this Charter, including the rights set forth in Section 14.3; and

(b) making, constructing, and installing any improvements indicated on recorded subdivision maps or plats of the Rowhome Neighborhood and such other improvements to the Common Area and to the Exhibit "B" property as it deems appropriate.

14.6. Right to Approve Changes in Standards

During the Development and Sale Period, no amendment to or modification of any Use Restrictions or the Community-Wide Standard shall be effective without prior notice to and the written approval of the Founder.

14.7. Exclusive Rights to Use Name of Development

No Person other than the Founder or its designees shall use the name "Stapleton Rowhomes" or any derivative of such name or any logo or depiction associated with the Rowhome Neighborhood in any printed or promotional material without the Founder's prior written consent. However, Owners may use the name "Stapleton Rowhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within the Rowhome Neighborhood, and the Association shall be entitled to use the word "Stapleton Rowhomes" in its name.

14.8. Easement to Inspect and Right to Correct

The Founder reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any portion of the property within the Rowhome Neighborhood, including Rowhomes, and a perpetual nonexclusive easement of access throughout the Rowhome Neighborhood to the extent reasonably necessary to exercise

Additional Rights Reserved to Founder

such right. Except in an emergency, entry onto a Rowhome shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Rowhome.



The Founder, or someone it designates, may enter any Owner's property to inspect and correct problems with the Rowhome. The Founder must give the Owner of the Rowhome prior notice, and if it necessary to enter an enclosed structure on the Rowhome, obtain the Owner's prior consent, unless it is an emergency.

14.9. Right to Notice of Design or Construction Claims

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Rowhome Neighborhood in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the owner of the property to discuss the owner's concerns and conduct their own inspection. The Founder and any builder involved in the design or construction shall have the right to be present during any inspection or testing by an expert retained by an Owner, to observe all tests being done and to take the same or similar samples or photographs as the expert.

14.10. Right to Transfer or Assign the Founder's Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall

not reduce an obligation or enlarge a right beyond that which Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

14.11. Termination of Rights

The Founder may exercise any and all of the rights reserved to the Founder under this Charter with respect to different portions of the Rowhome Neighborhood at different times. If a Development Right is exercised with respect to any portion of the Rowhome Neighborhood, it need not be exercised with respect to all or any other portion of the Rowhome Neighborhood. No assurances are made as to the boundaries of any property as to which the Founder may exercise such rights or as to the order in which different portions of the Rowhome Neighborhood may be subjected to the exercise of such rights. Except as otherwise specified above, the rights reserved to the Founder in this Chapter shall terminate on the earlier of (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

There are many ways of going forward, but only one way of standing still.

Franklin D. Roosevelt



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Chapter 15

Dispute Resolution and Limitation on Litigation

From time to time, disputes may arise between owners or between an owner and the Association, the Founder, or others involved in the Rowhome Neighborhood. This chapter commits the parties to any such dispute to work together in an attempt to resolve the dispute without litigation in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties

15.1. Agreement to Encourage Resolution of Disputes Without Litigation

(a) **Bound Parties.** The Founder; the Association and its officers, directors, and committee members; the Owners; any other Persons subject to this Charter; and any Person not otherwise subject to this Charter who agrees to submit to this Chapter (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Rowhome Neighborhood without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 15.2 in a good faith effort to resolve such Claim.

(b) **Claims.** As used in this Chapter, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements within the Rowhome Neighborhood,

other than matters of aesthetic judgment under Chapter 5, which shall not be subject to review.

Notwithstanding the above, the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 15.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit or action that involves the protest of real property taxes;

(iii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of community standards);

(iv) any suit that does not include the Founder or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(v) any dispute that affects the material rights or obligations of a party, who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 15.2; and

(vi) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 15.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Chapter.

Dispute Resolution and Limitation on Litigation

15.2. Dispute Resolution Procedures

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

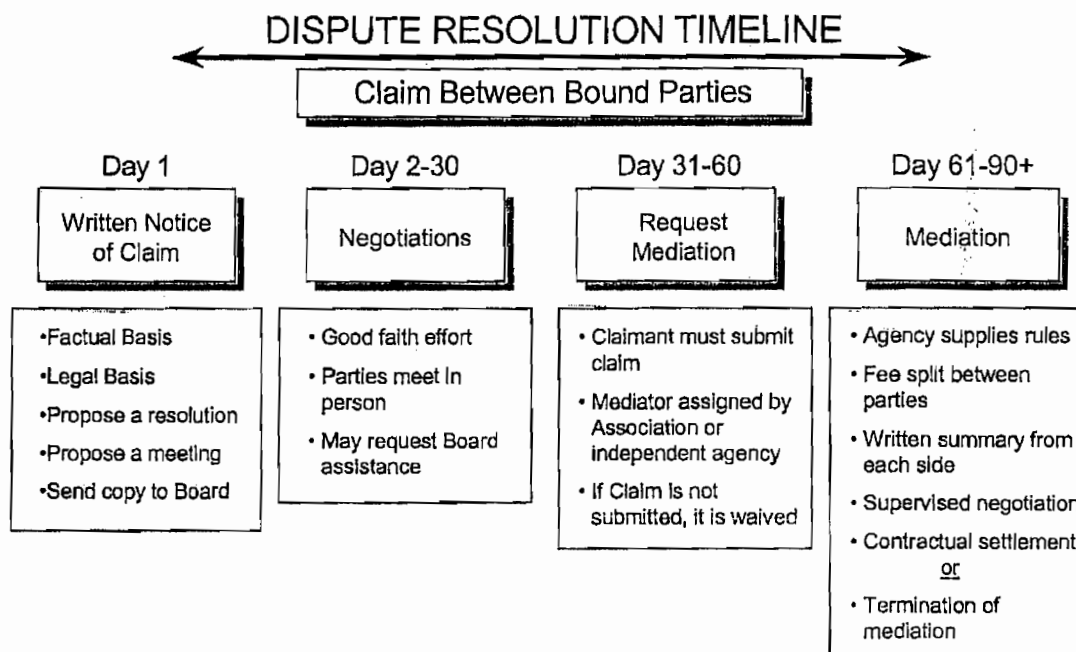
(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If

requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim if a written request accompanied by a copy of the notice, is submitted to the Board by either Claimant or Respondent.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Denver, Colorado area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.



Dispute Resolution and Limitation on Litigation

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys fees, and each Party shall pay an equal share of the mediator's fees.

(d) *Settlement.* Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees and court costs.

15.3. Initiation of Litigation by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast at least 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Transition Period;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge ad valorem taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

Prior to commencing any action or proceeding as provided in this section, the Board shall mail or deliver written notice of the commencement or anticipated commencement of such action or proceeding to each Owner at the last known address described in the Association's records and shall hold a meeting of the Owners to discuss such action or proceeding. The notice shall state a general description of (i) the nature of the action and the relief sought; and (ii) the expenses and fees that the Board anticipates will be incurred in prosecuting the action. The notice also shall contain a statement informing Owners that any litigation involving the Association may have an adverse impact upon the marketability of the Rowhomes and that an Owner desiring to sell his or her Rowhome may be required to disclose the fact of such litigation to potential purchaser.

Any proceeds received by the Association or any Owner from the settlement or other resolution of litigation, arbitration, or other proceedings against the Founder, a Founder Affiliate, or any builder alleging defects in the initial construction of any portion of the Rowhome Neighborhood shall be applied to repair, replace, or otherwise remedy the defects claimed in such action.

To the extent permitted by law, the Association and each Owner hereby waives the right to a jury trial with respect to, and the right to puni-

Dispute Resolution and Limitation on Litigation

tive damages arising out of, any litigation against the Founder or any Founder Affiliate.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

15.4. Disputes Between Owners

In any community, disagreements between neighbors occur. Unless otherwise required under the Governing Documents, the Association is not responsible for resolving, nor is it obligated to serve as an intermediary with respect to, disputes between Owners of Rowhomes. Owners are encouraged to utilize the dispute resolution procedures set forth in Section 15.2 and/or to contact the appropriate public agency in an attempt to resolve disputes with other Owners.

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Chapter 16

Changes in the Common Area

Various influences and circumstances within and outside the Rowhome Neighborhood may give rise to a need or desire to make changes in the ownership of, or rights to use, Common Area. This chapter explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.

16.1. Assignment and Reassignment of Limited Common Area

(a) *Assignment.* The Board may designate any portion of the Common Area as Limited Common Area upon approval of the Board, Voting Delegates representing at least 75% of the total votes in the Association, and Owners of a majority the Rowhomes to which the Board proposes to assign such Limited Common Area, except that no such assignment shall have the effect of denying any Owner access to such Owner's Rowhome or recreational facilities within the Common Area without such Owner's consent. During the Development and Sale Period, any such assignment shall also require the Founder's written consent.

(b) *Reassignment.* Limited Common Elements, once assigned, may be reassigned only with the consent of the Owners of the Rowhomes affected by such reassignment.

(c) *Use by Others.* Upon approval of a majority of Owners of Rowhomes to which any Limited Common Area is assigned, the Association may permit Owners of other Rowhomes to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

16.2. Condemnation



A public entity such as a town, county, or state has the power to condemn property for its own uses and generally has to pay the value of the property to do so.


If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation with such approval as may be required under Section 16.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Founder, during the Development and Sale Period, and Voting Delegates representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 16.4.

Changes in the Common Area

16.3. Partition

 Partition is a legal action in which a party requests to have a portion of one interest in property split off so that the party can possess that portion or interest separately from other parties who have rights in the property.

Except as permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Secured Lenders. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 16.4.

16.4. Transfer, Mortgaging, or Dedication of Common Area

The Association may dedicate portions of the Common Area to the City and County of Denver, Colorado, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) if Common Area other than Limited Common Area, upon the written direction of Voting Delegates representing at least 67% of the total votes in the Association and, during the Development and Sale Period, the written consent of the Founder; or

(b) if Limited Common Area, upon written approval of Owners of at least 67% of the Rowhomes to which such Limited Common Area is assigned.

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds

from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Rowhomes to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Rowhome of rights of access or support.

NOTES

Chapter 17

Termination and Amendment of Neighborhood Charter

As the Rowhome Neighborhood matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan, as well as changes in the needs and desires of the Rowhome Neighborhood that inevitably will occur. This chapter sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.

17.1. Term and Termination

This Charter shall have perpetual duration, unless terminated in the manner provided in §38-33.3-218 of the Act by agreement signed by Owners of Rowhomes to which at least 80% of the total votes in the Association are allocated and the written consent of the Founder during the Development and Sale Period. If Colorado law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Charter shall be extended automatically at the expiration of such period for successive periods of 20 years each, unless terminated as provided above.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

17.2. Amendment

(a) By the Founder. The Founder may unilaterally amend this Charter (i) to correct clerical, typographical, or technical errors; (ii) to comply with any applicable governmental statute, rule, regulation, or judicial determination; (iii) to comply with the requirements, standards, or guidelines of any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Deed of Trust Association or Federal Home Loan Deed of Trust Corporation; (iv) to assign Common Elements as Limited Common

Elements pursuant to Section 16.1; (v) as necessary to exercise the rights reserved to the Founder under Sections 14.1 Section 14.3; and (vi) otherwise as permitted by the Act.

(b) By the Association. The Association may amend this Charter (i) to assign Common Elements and Limited Common Elements pursuant to Section 16.1; (ii) to subdivide a Rowhome or relocate boundaries between Rowhomes upon application of the Owner(s) of the affected Rowhomes pursuant to the Act; (iii) to withdraw any portion of the Rowhome Neighborhood subject to withdrawal under Section 14.3 from the coverage of this Charter upon request of the person taking title following foreclosure of a lien or encumbrance on such property; and (iv) otherwise as permitted or required by the Act.

Any amendment pursuant to this Section shall be prepared, executed, certified, and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) By the Owners. Except as otherwise specifically provided above or in the Act, this Charter may be amended only by:

(i) the affirmative vote or written consent, or any combination thereof, of Owners of Rowhomes to which at least 67% of the total votes in the Association are allocated;

(ii) the affirmative vote or written consent, or any combination thereof, of Owners of Rowhomes to which at least 67% of the total votes held by Owners other than the Founder are allocated, if the amendment creates or expands "special declarant rights," as defined in the Act, increases the number of Rowhomes, changes the boundaries of any Rowhome, or changes the

Termination and Amendment of Neighborhood Charter

votes or the proportional share of liability for Association expenses allocated to any Rowhome; and

(iii) during the Development and Sale Period, the Founder's written consent.

(d) *Validity and Effective Date.* Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Charter or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Deed of Trust or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. An amendment shall be indexed in the grantee's index in the name of the Rowhome Neighborhood and the Association and in the grantor's index in the name of every person executing the amendment.

No action to challenge the validity of an amendment may be brought more than one year after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(e) *Exhibits.* Exhibits "A," "B," and "C" are incorporated by this reference. This Chapter shall govern amendment of those exhibits, and, in addition, Exhibit "C" may be amended under Chapter 7 or pursuant to this Section.

NOTES

In witness of the foregoing, the Founder have executed this Charter this 21 day of April, 2004.

FOUNDER: MCSTAIN ENTERPRISES, INC., a Colorado corporation

By: [Signature]
Name: ERIC WITENBERG
Its: CEO/PRESIDENT

Attest: [Signature]
Name: BRUCE VALENTINE
Its: VP AND CFO

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of April, 2004 by Eric Witenberg as a President of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.
Catherine Uzzalino
Notary Public

My Commission expires: 2/04/2008



My Commission Expires 02/04/2008

5482/cadoc/Charter

CONSENT

Pursuant to Section 1.6(iii), Section 7.8 and Section 10.2 of the Master Declaration, the undersigned Declarant under the Master Declaration hereby acknowledges and consents to the recording of this Neighborhood Charter for the Stapleton Rowhomes.

FOREST CITY STAPLETON, INC.,
a Colorado corporation

By: 
Its: Chief Operating Officer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of April, 2004, by John S. Lehigh as Chief Operating Officer of FOREST CITY STAPLETON, INC., a Colorado corporation.

Witness my hand and official seal.
My Commission expires: 11/21/07



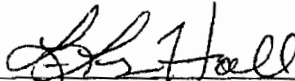

Notary Public

EXHIBIT "A"

Land Initially Submitted

Service Area Designation:



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SUPPLEMENT TO THE NEIGHBORHOOD CHARTER
OF
THE STAPLETON ROWHOMES

Service Area No. 1

THIS SUPPLEMENT TO NEIGHBORHOOD CHARTER is made this ____ day of _____, 2004, by McStain Enterprises, Inc. (Hereinafter, with its successors and assigns, referred to as the "Founder"). (This Supplement to the Neighborhood Charter, as may be amended and supplement from time to time, is referred to as the "Supplement.")

WITNESSETH

WHEREAS, on _____, 2004, McStain Enterprises, Inc. filed that certain Neighborhood Charter for Stapleton Rowhomes (as may be amended from time to time, the "Charter"), which was recorded in Deed Book ____, Page ____, *et seq.*, of the Official Records of the City and County of Denver, Colorado; and

WHEREAS, the property described on Exhibit "A" attached hereto (the "Property") is subject to the Charter and is a part of the Rowhome Neighborhood (as defined in the Charter); and

WHEREAS, in accordance with Section 3.2 of the Charter, Rowhomes may be grouped into "Service Areas" which receive special benefits or services from Stapleton Rowhome Association ("Association") that the Association does not provide to all Rowhomes within the Rowhome Neighborhood (the capitalized terms used in this paragraph are defined in the Charter); and

WHEREAS, pursuant to Section 3.2 of the Charter, the Founder may initially designate Service Areas (by name or other identifying designation) and assign Rowhomes to a particular Service Area in a "Supplement" (as defined in the Charter); and

WHEREAS, pursuant to Section 14.2 of the Charter, any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain such property and authorizing the Association to recover its costs through Service Area Assessments (as defined in the Charter); and

WHEREAS, the Founder desires to designate the Property as a Service Area under the Charter and to provide for additional covenants relating to maintenance of such Service Area than are otherwise set forth in the Charter;

Tml372





NOW, THEREFORE, pursuant to the Founder's authority under the Charter, the Founder hereby subjects the real property described on Exhibit "A" attached hereto to the covenants, conditions, easements, and restrictions set forth in this Supplement, which shall apply in addition to the provisions of the Charter and the First Amended and Restated Community Declaration for the Project Area within the former Stapleton International Airport, recorded at Reception No. 2002086362, Official Records of the City and County of Denver, Colorado ("Master Declaration"). The Property designated on Exhibit "A" attached hereto shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter, the Master Declaration, and this Supplement, as each may be amended from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Charter.

ARTICLE I
Definitions

Except as otherwise defined in this Supplement, all capitalized terms shall have the same meaning as set forth in the Charter.

ARTICLE II
Service Area Designation

The Property is hereby established and designated as a Service Area pursuant to Section 3.2 of the Charter. The Service Area shall be known as "Service Area No. 1."

In addition to the real property described in Exhibit "A," other property may be added to Service Area No. 1 and to the covenants and easements set forth in the Supplement in accordance with the Charter. (References in this Supplement to Service Area No. 1 shall be deemed to refer to the property described on Exhibit "A" and any additional property that is made a part of the Service Area No.1 in the future.)

ARTICLE III
Maintenance Responsibilities

The responsibility for maintenance of the Rowhomes within and other portions of Service Area No. 1 shall be allocated among the Association, the Owners of Rowhomes within Service Area No. 1, and other parties in accordance with the maintenance chart attached as Exhibit "B" attached hereto.

The Association's responsibility shall include maintaining landscaping within that portion of the front yard portions of the Rowhomes within Service Area No. 1 as is shown by illustration on Exhibit "C" to this Supplement. Maintenance of the landscaping shall include, without

limitation, pruning shrubbery, fertilization, pest control, weed control, removal and replacement of dead tress and shrubs, and irrigation; provided, the Association may require that an Owner, at his or her expense, maintain any landscaping he or she adds (which additions shall be subject to the application and approval requirements set forth in Chapter 5 in the Charter.).

The Association also shall maintain any landscaping, tress, grass, and public sidewalks within the Public Landscape Areas within Service Area No. 1, to the extent not maintained by, or not maintained to the Community-Wide Standard by, the Master Association, a metropolitan district, or any other unit of local government. Maintenance of the Public Landscape Areas shall be a provided in Section 6.4 of the Charter. The Public Landscape Areas within Service Area No. 1 are shown by illustration of Exhibit "D" to this Supplement.

All maintenance, repairs, and replacement within Service Area No. 1 shall be performed in a manner and on a schedule consistent with the Community-Wide Standard, as provided in the Charter. The Founder hereby grants to the Association such easements over the Property, including the Rowhomes within Service Area No. 1, as are necessary or reasonably appropriate to enable the Association to fulfill its maintenance responsibilities under this Article.

ARTICLE IV **Amendments**

The provisions of Section 17.2(a) of the Charter relating to unilateral amendments to the Charter by the Founder shall apply to this Supplement and are specifically incorporated by this reference.

Except as otherwise specifically provided above or in the Act, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of Rowhomes within Service Area No. 1 which at least 67% of the total votes assigned under the Governing Documents to the Rowhomes within Service Area No. 1 are allocated and the written consent to the Board. In addition, the Founder's written consent is required for any amendment during the Development and Sale Period.



Exhibit "A" of Charter

In witness of the foregoing, the Founder has executed this Supplement this 27 day of April, 2004.

FOUNDER: MCSTAIN ENTERPRISES, INC.,
a Colorado corporation

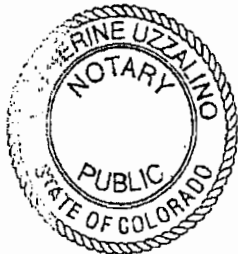
By: [Signature]
Name: Eric Witenberg
Its: President / CEO

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

The foregoing instrument was acknowledged before me this 27 day of April, 2004, by Eric Witenberg as a President of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 2/04/2008 :



My Commission Expires 02/04/2008

Catherine Uzzalino
Notary Public



Exhibit "A" of Charter

EXHIBIT "A"

Service Area No. 1

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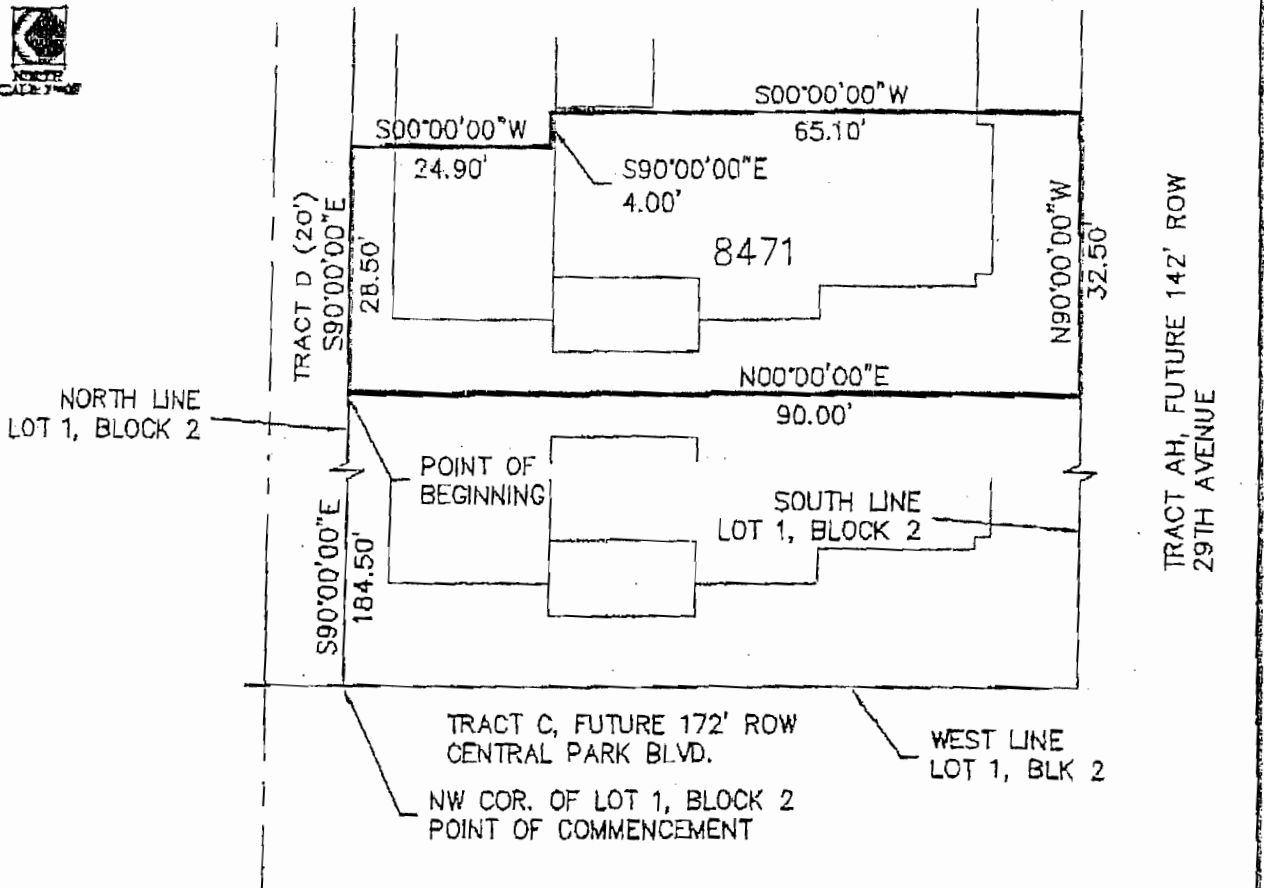


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EXHIBIT A



A PART OF LOT 1, BLOCK 2, STAPLETON FILING NO. 5, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003, AT RECEPTION NO. 2003013190, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, STAPLETON FILING NO. 5; THENCE S 90°00'00" E, A DISTANCE OF 184.50 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" E, A DISTANCE OF 28.50 FEET; THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET; THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET; THENCE N 90°00'00" W, A DISTANCE OF 32.50 FEET; THENCE N 00°00'00" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2825 SQUARE FEET OR 0.065 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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Page: 70 of 93
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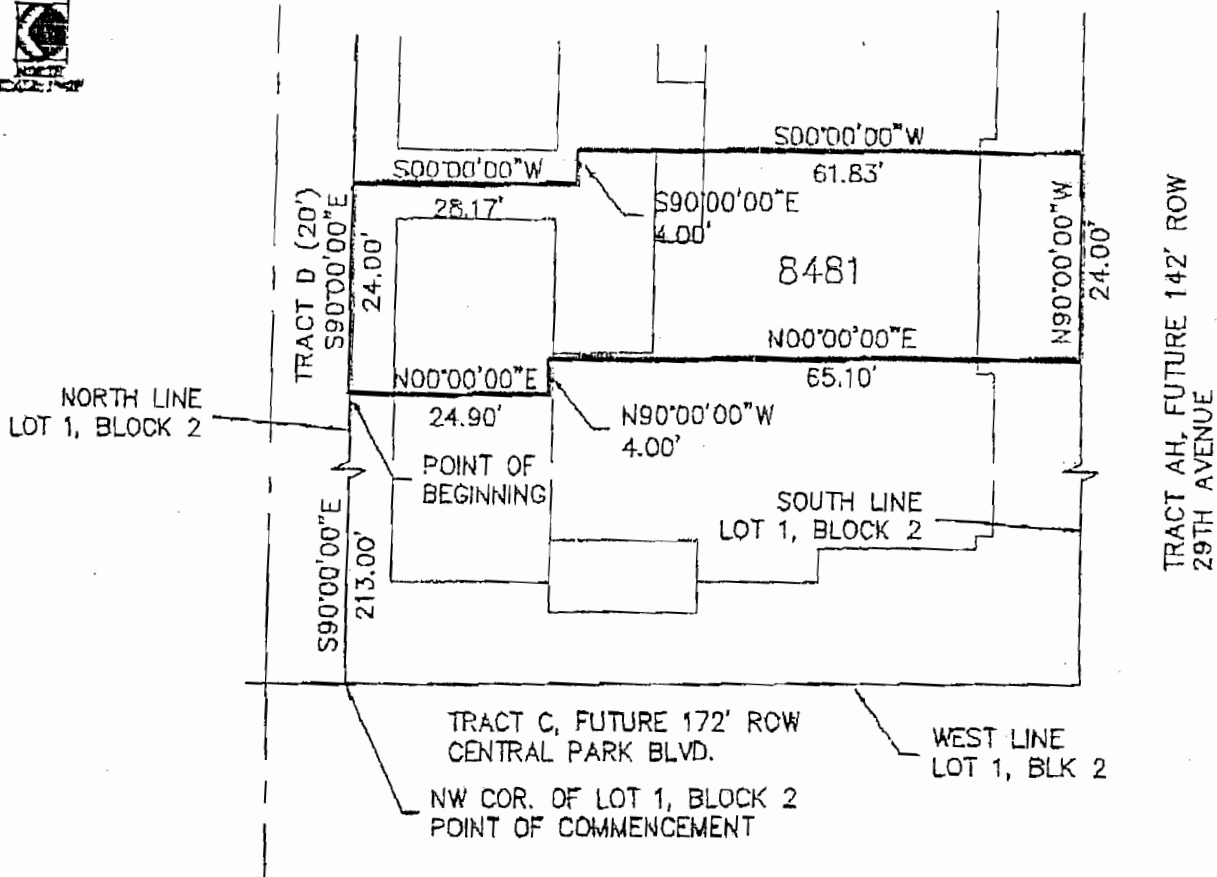
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EXHIBIT A

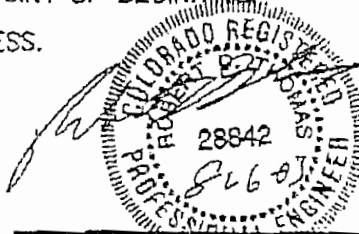


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 THENCE S 90°00'00" E, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

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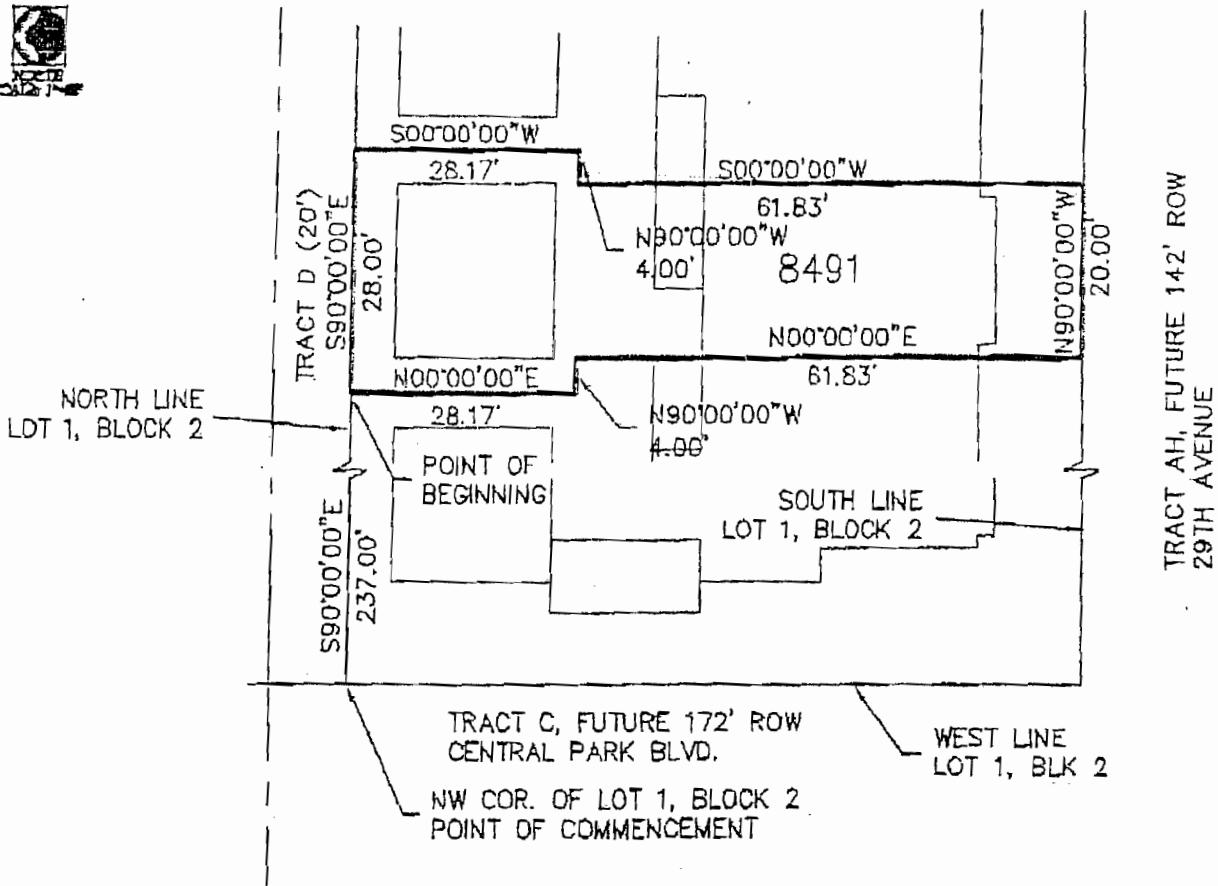
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Exhibit "A" of Charter

EXHIBIT A

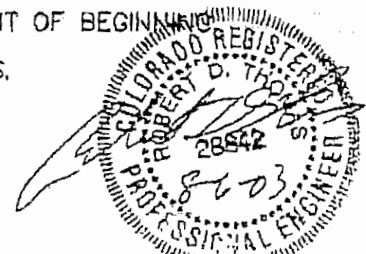


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 237.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 28.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING

CONTAINING 2025 SQUARE FEET OR 0.047 ACRES MORE OR LESS.

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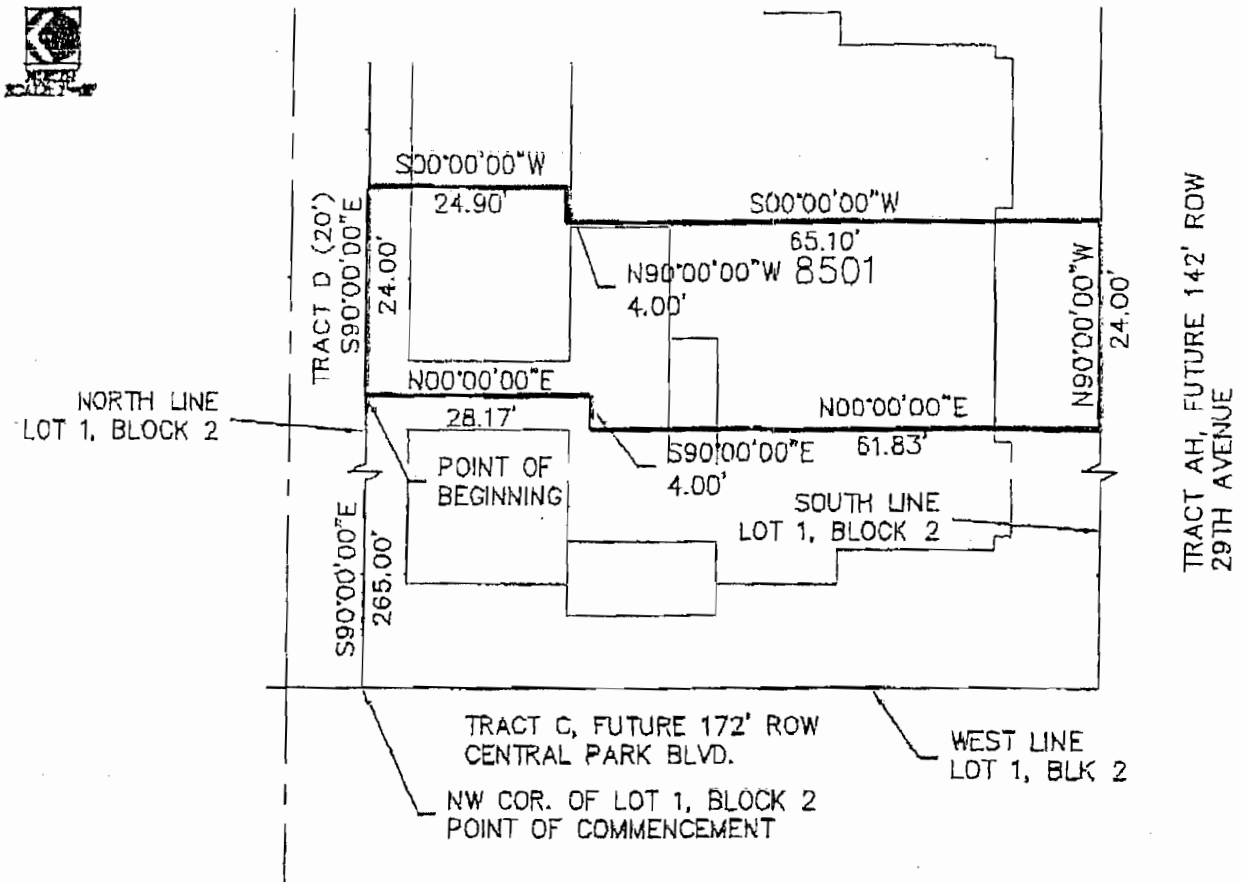
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 THENCE S 90°00'00" E, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
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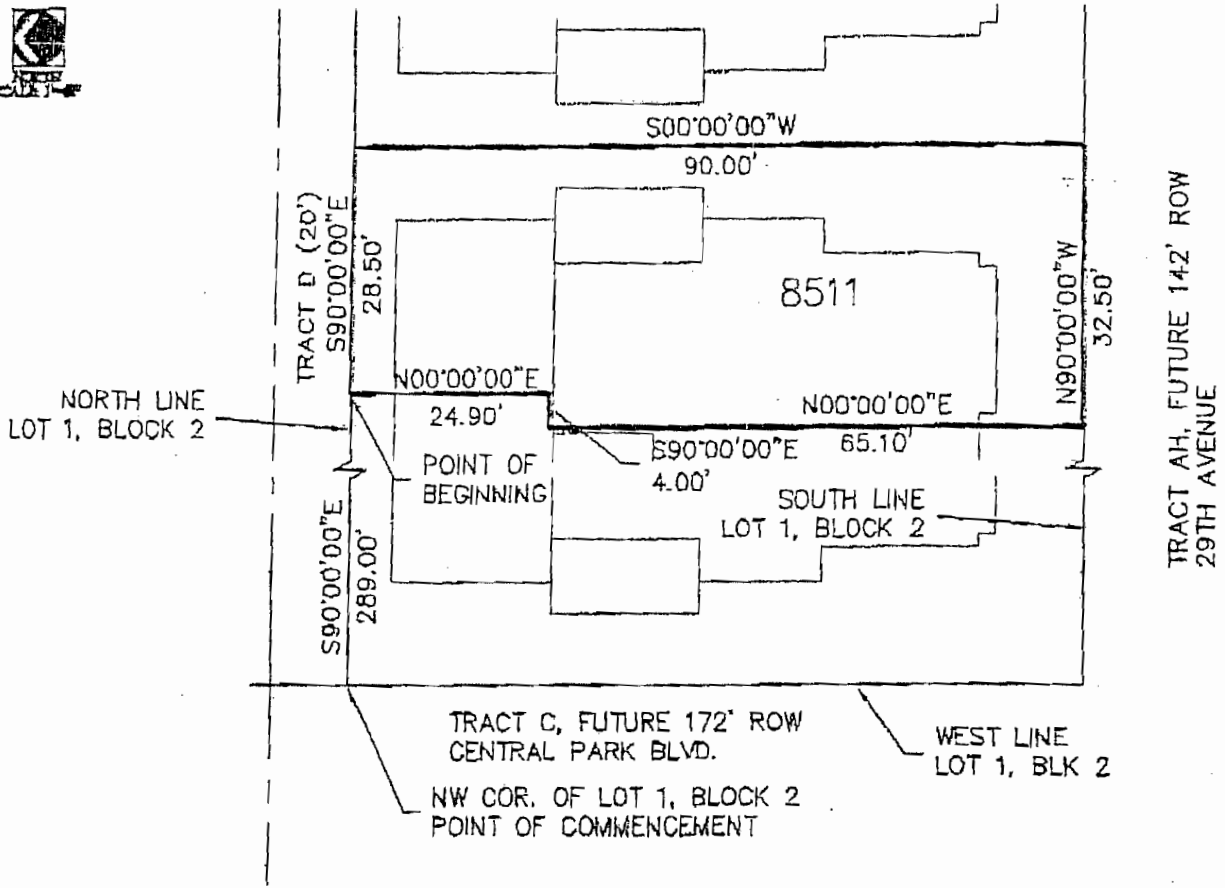

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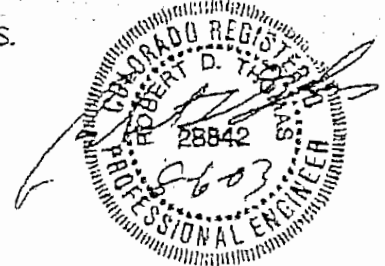


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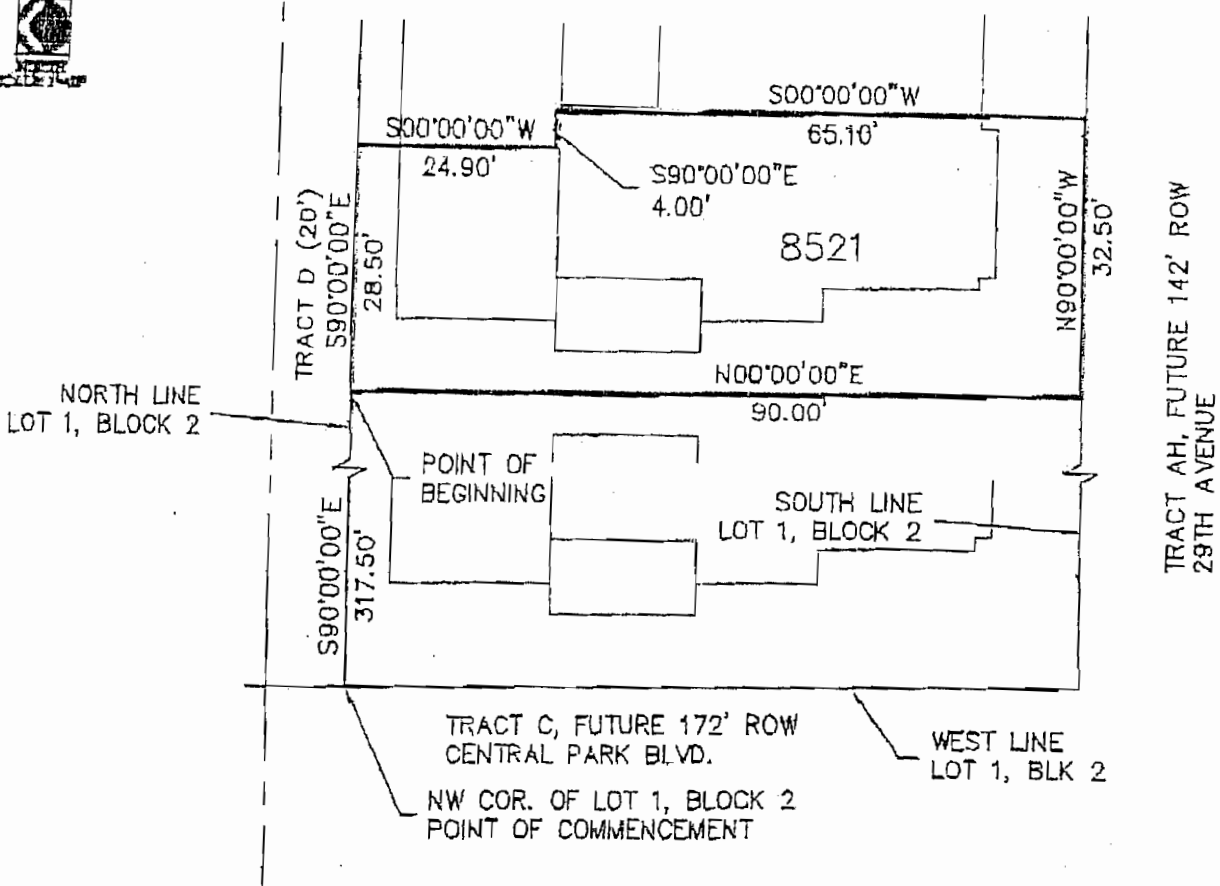
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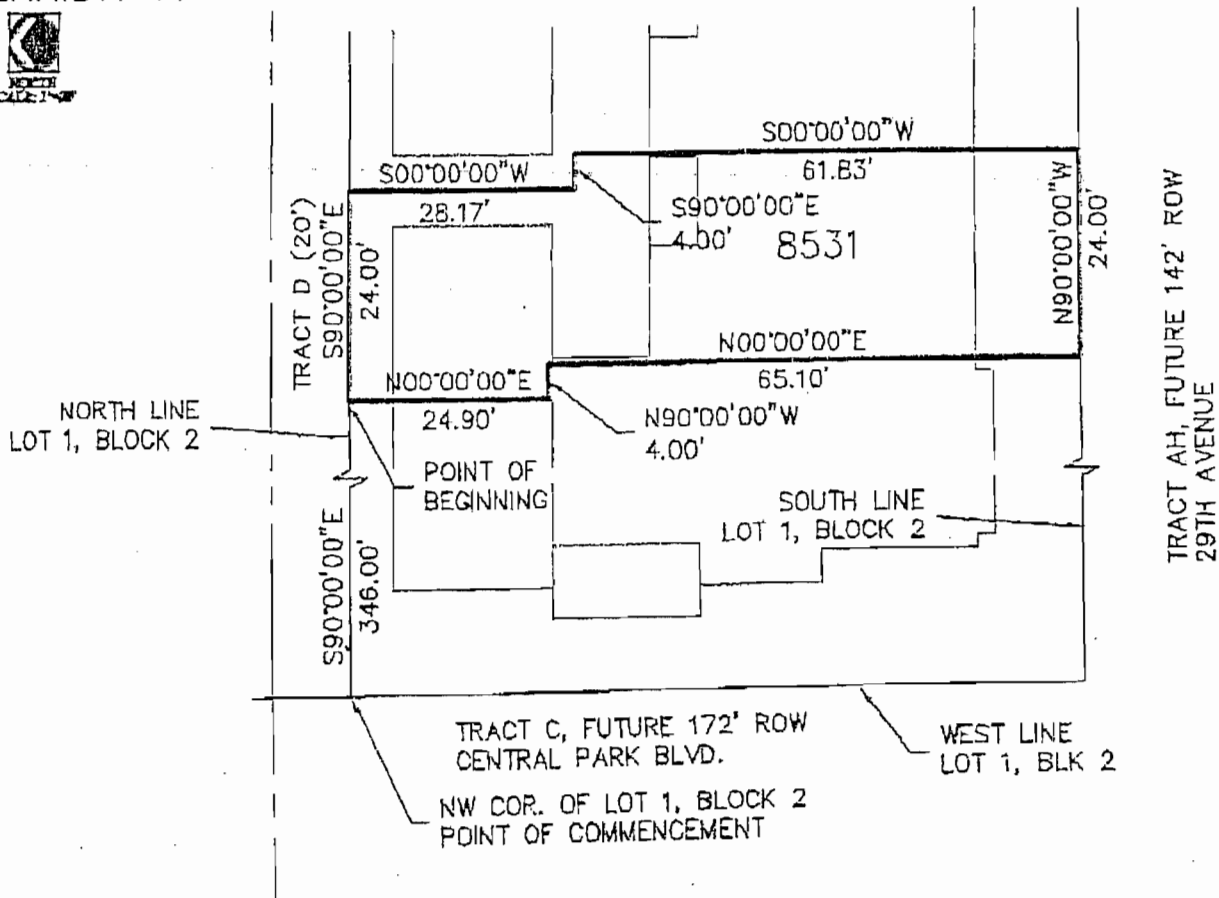
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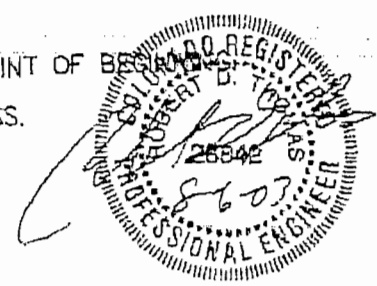


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 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

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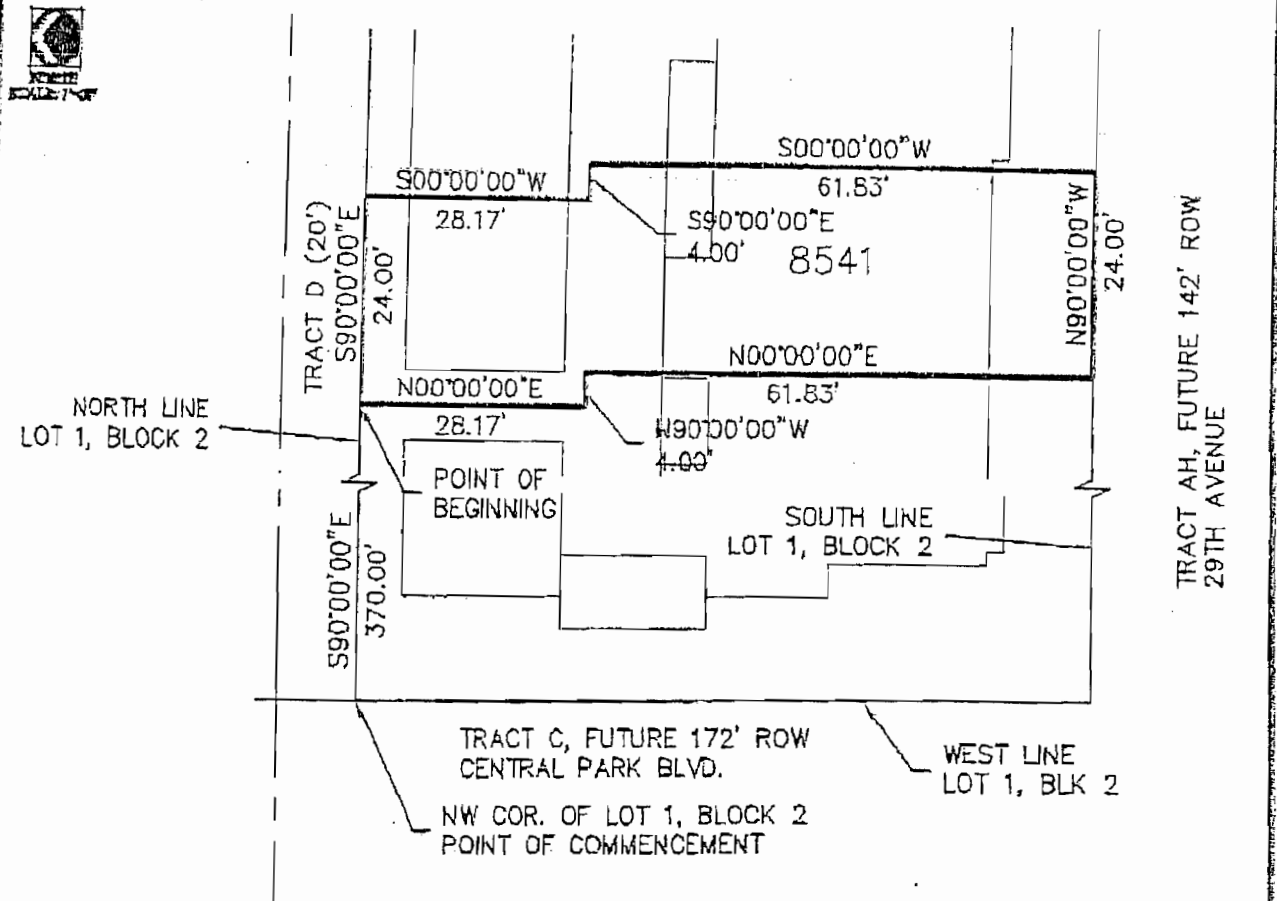


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Exhibit "A" of Charter

EXHIBIT A

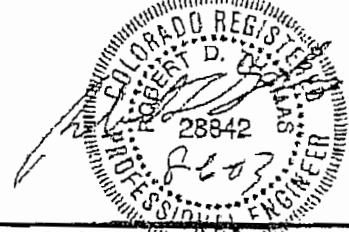


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING

CONTAINING 2160 SQUARE FEET OR 0.050 ACRES MORE OR LESS.

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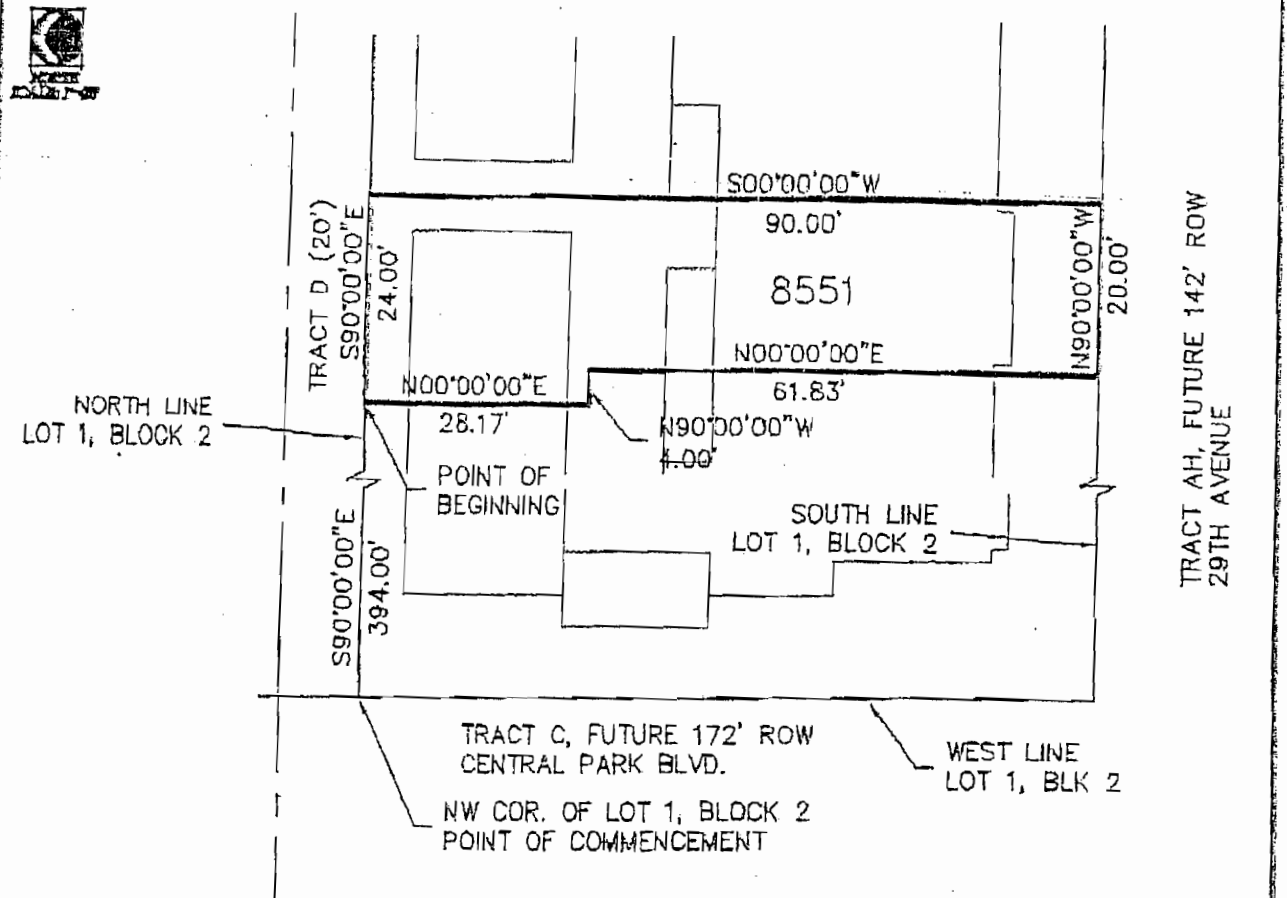
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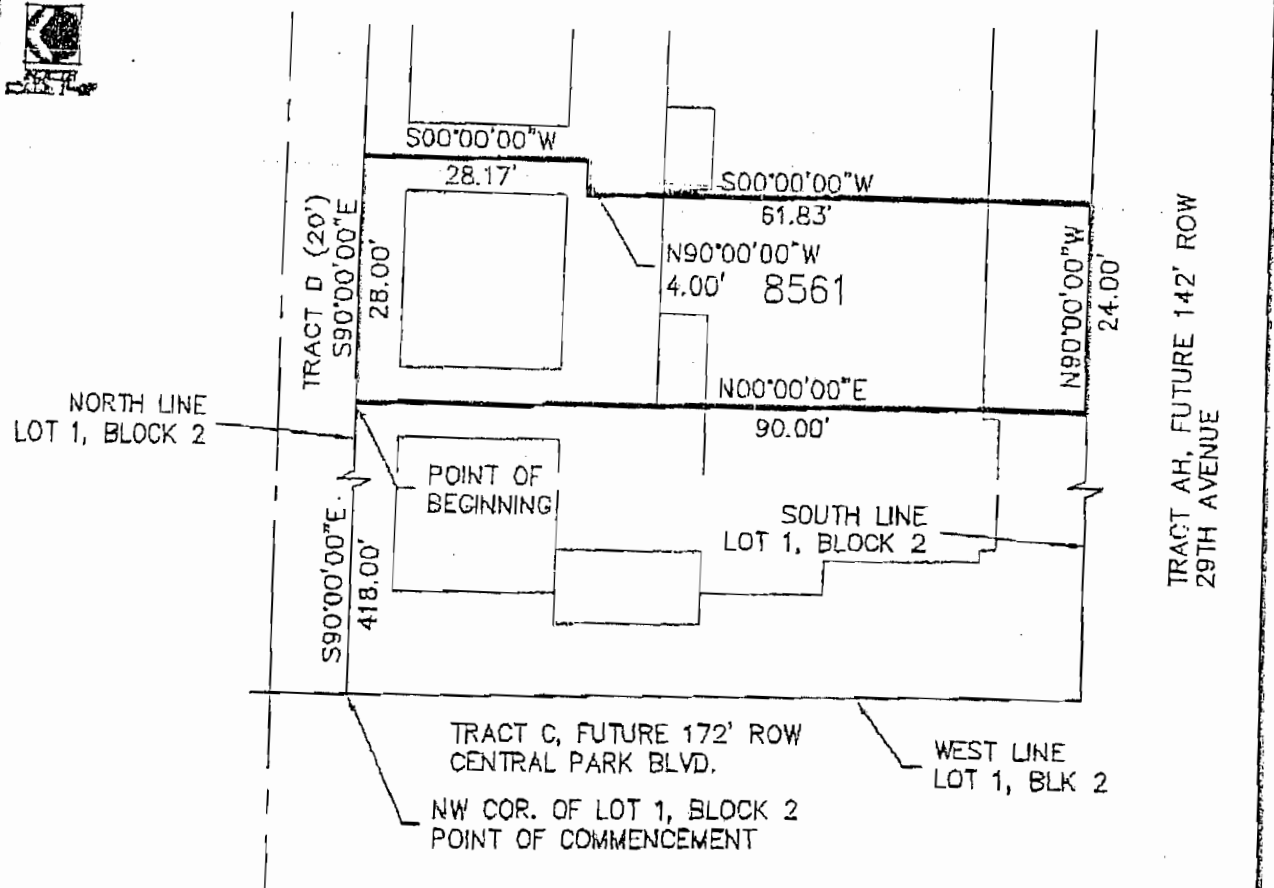
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Denver, Colorado 80246
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EXHIBIT A

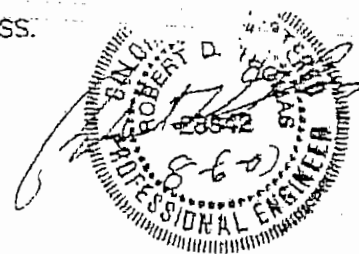


A PART OF LOT 1, BLOCK 2, STAPLETON FILING NO. 5, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2005, AT RECEPTION NO. 2003013190, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, STAPLETON FILING NO. 5; THENCE S 90°00'00" E, A DISTANCE OF 418.00 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" E, A DISTANCE OF 28.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET; THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET; THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2273 SQUARE FEET OR 0.052 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



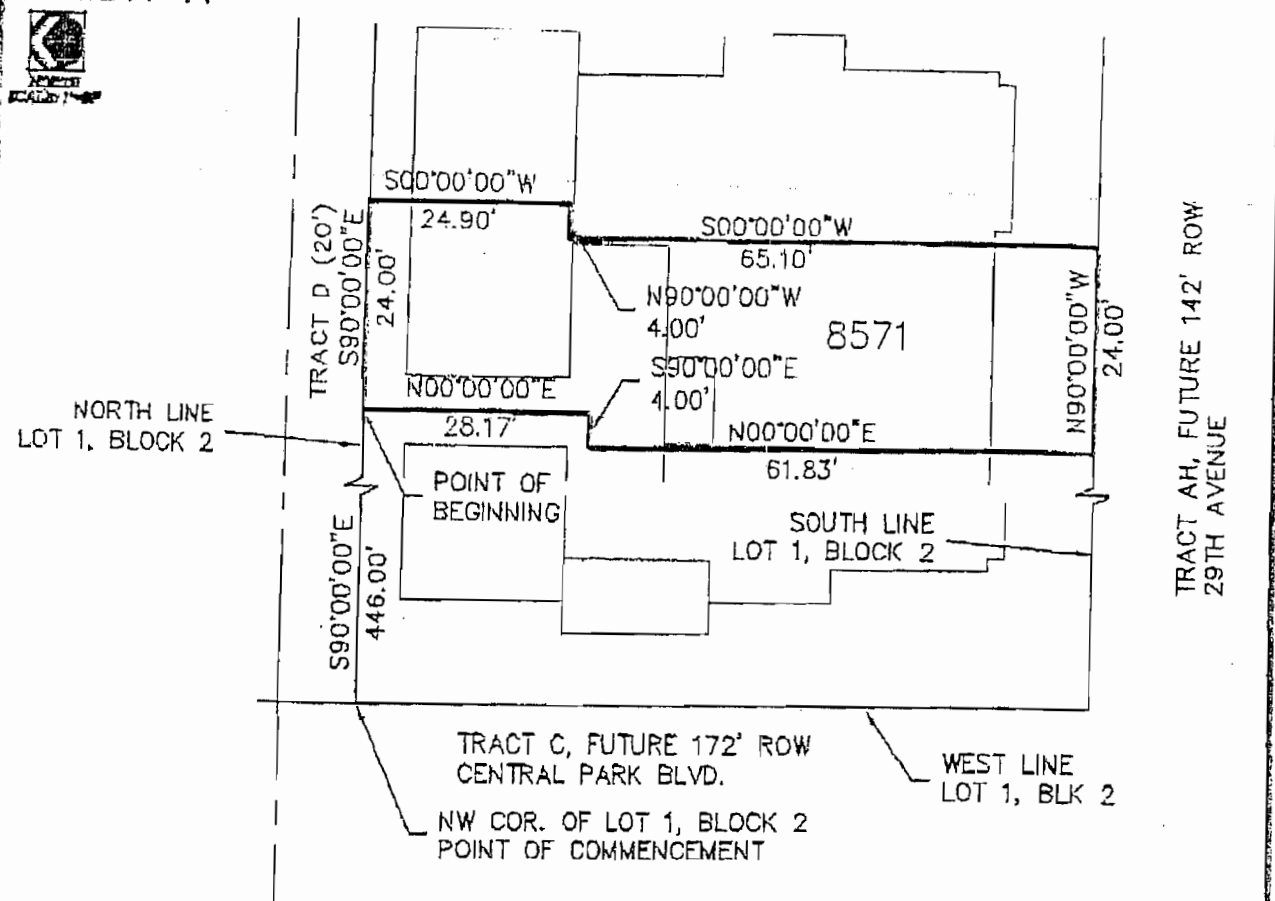
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 Page: 79 of 93
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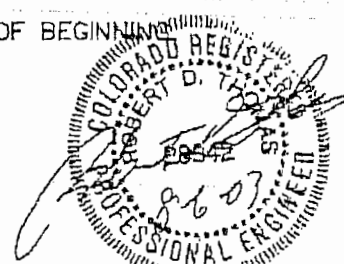


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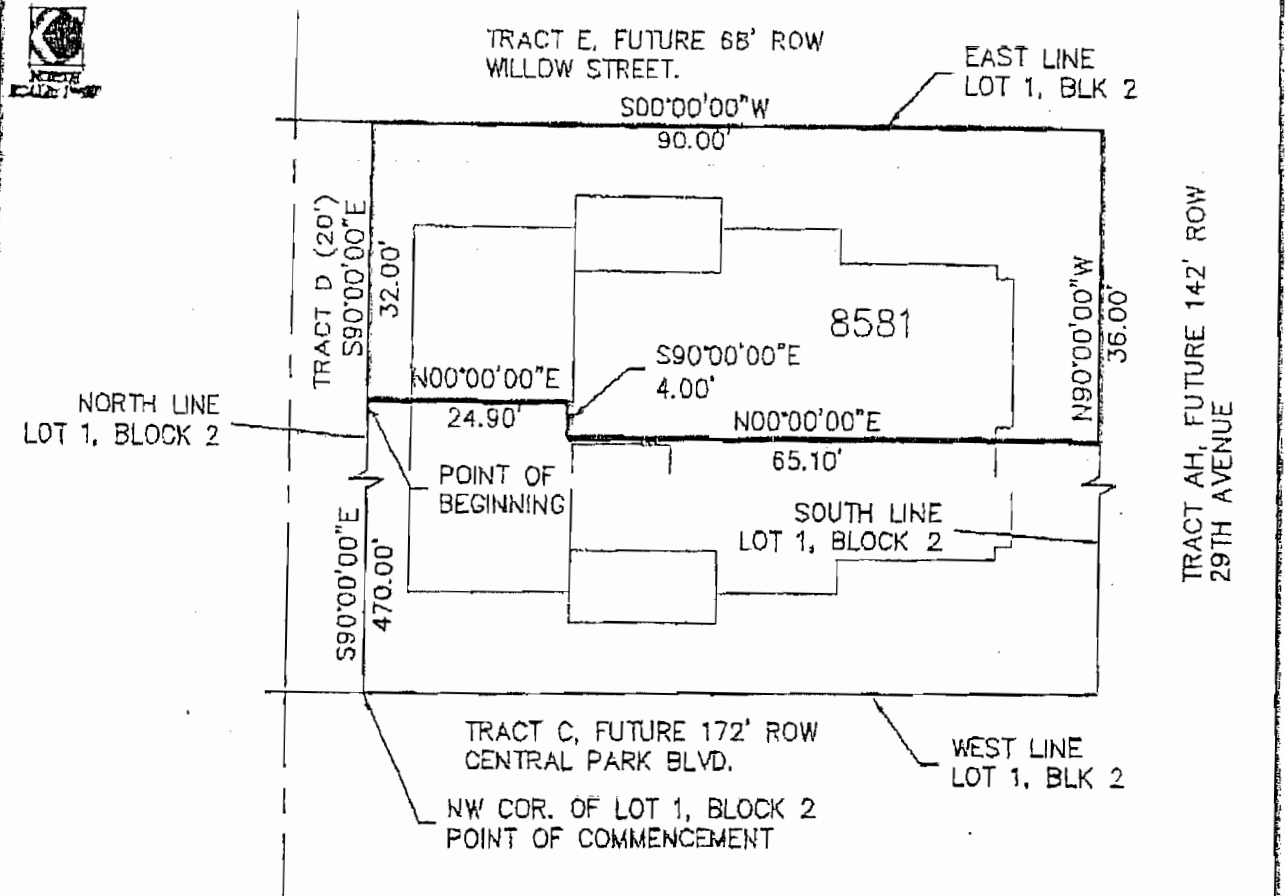
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Exhibit "A" of Charter

EXHIBIT A



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 THENCE S 90°00'00" E, A DISTANCE OF 32.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 36.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

Maintenance Chart - Service Area No. 1

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
The interior and structural portions of the Rowhome dwelling		All, including the foundation, and structural components of walls, roofs, decks, balconies, porches, patios, and stoops;	
Exterior windows, window glass, and window screens	Painting and staining of exterior surfaces of the windows and window frames	All, except the painting or staining of exterior surfaces of the window and window frames	
Exterior front and garage doors or door frames	Painting and staining of the exterior surfaces of the front and garage doors and door frames	All, except the painting or staining of the exterior surfaces of the front and garage doors or door frames	
Exterior surfaces of buildings	Any brickwork, siding, trim, stone, shutters, eaves, and fascia (except windows, window glass, window screens, exterior doors, door frames and garage doors)	Windows, window glass, window screens, exterior doors, door frames and garage doors	
Painting and Staining	To include the exterior surfaces of buildings located on the Rowhomes, including the exterior painted surfaces of windows and window frames, doors and door frames, and any siding, shutters, eaves, fascia, gutters, and downspouts;		
Exterior light bulbs	The photocell exterior garage light bulb	All, except the photocell garage light bulb	
Exterior light fixtures	All		



Exhibit "A" of Charter

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Non-structural roofing materials	All, including shingles and roof decking, but not including trusses, rafters, or other structural components of the roof	Trusses, rafters, or other structural components of the roof	
Gutters and downspouts on the building	All		
Plumbing, Heating and Electrical	All, serving the whole building	Any pipes, lines, wires, conduits, and other apparatus or equipment compromising any portion of the plumbing, heating, electrical, communication (including without limitation, cable television service, telephone service, telephone, and intranet or Internet access), air conditioning, and other utility systems serving only his or her Unit.	
Sanitary Sewer and Water Laterals	All from meter pit to the Rowhome	All, within the Rowhome dwelling	
Landscaping	Landscaping in front yards, alleys, along back private walks and public landscape areas serving the Rowhomes	Landscaping in individual backyards	Master Association maintains all landscaping in common areas and parks
Fencing, Trellises and Retaining Walls	Any fences, trellises and retaining walls serving the Rowhome Neighborhood that were originally installed by the Founder	Any fences, trellises, and retaining walls installed by Rowhome owner	
Mailboxes - Cluster Box Unit			U.S. Postal Service
Mailbox Trellis	All		
Concrete including snow removal	Sidewalks, entries (back and front) and driveways (aprons) serving the Rowhomes		City of Denver maintains the concrete, including snow removal on the streets. The Master Association maintains the concrete, including snow removal in the alleys

Tm1372



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Exhibit "A" of Charter

EXHIBIT "C"

Association Maintenance Areas

Tm1372

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Exhibit "C"

Exhibit "A" of Charter

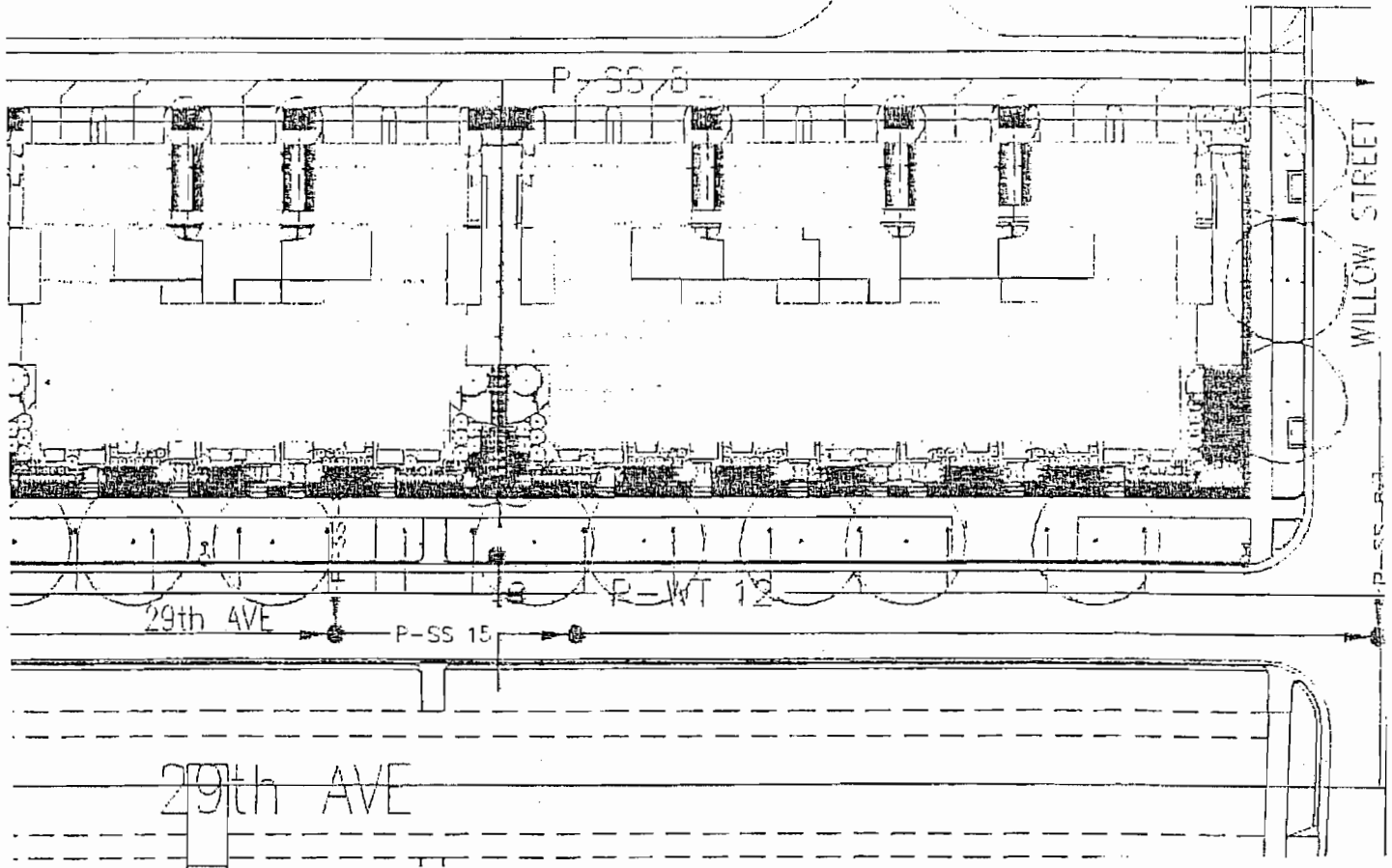
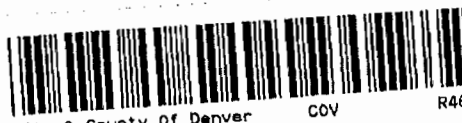


Exhibit "A" of Charter

EXHIBIT "D"

Public Landscape Areas

Tm1372



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City & County of Denver

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Exhibit "A" of Charter

EXHIBIT D
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9/15/03

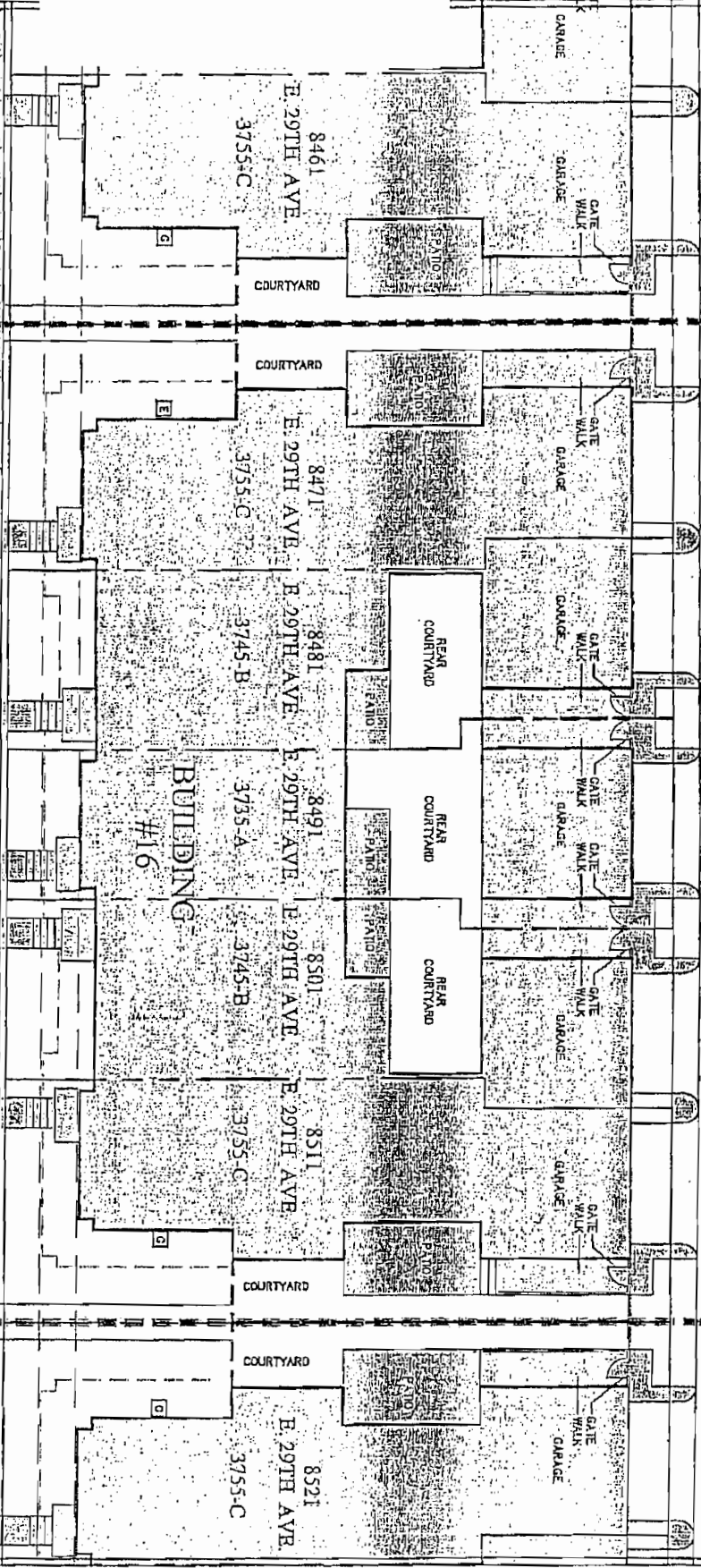
TREE LAWN
LANDSCAPED
AREA

East 29th Avenue

SHEET 4

ALLY

SHEET 6



City & County of Denver COV

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Page: 87 of 93

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EXHIBIT D
SHEET 6
9/15/03



TREE LAWN
LANDSCAPED
AREA

STREET
18011
East 29th Avenue

WILLOW STREET

ALLEY

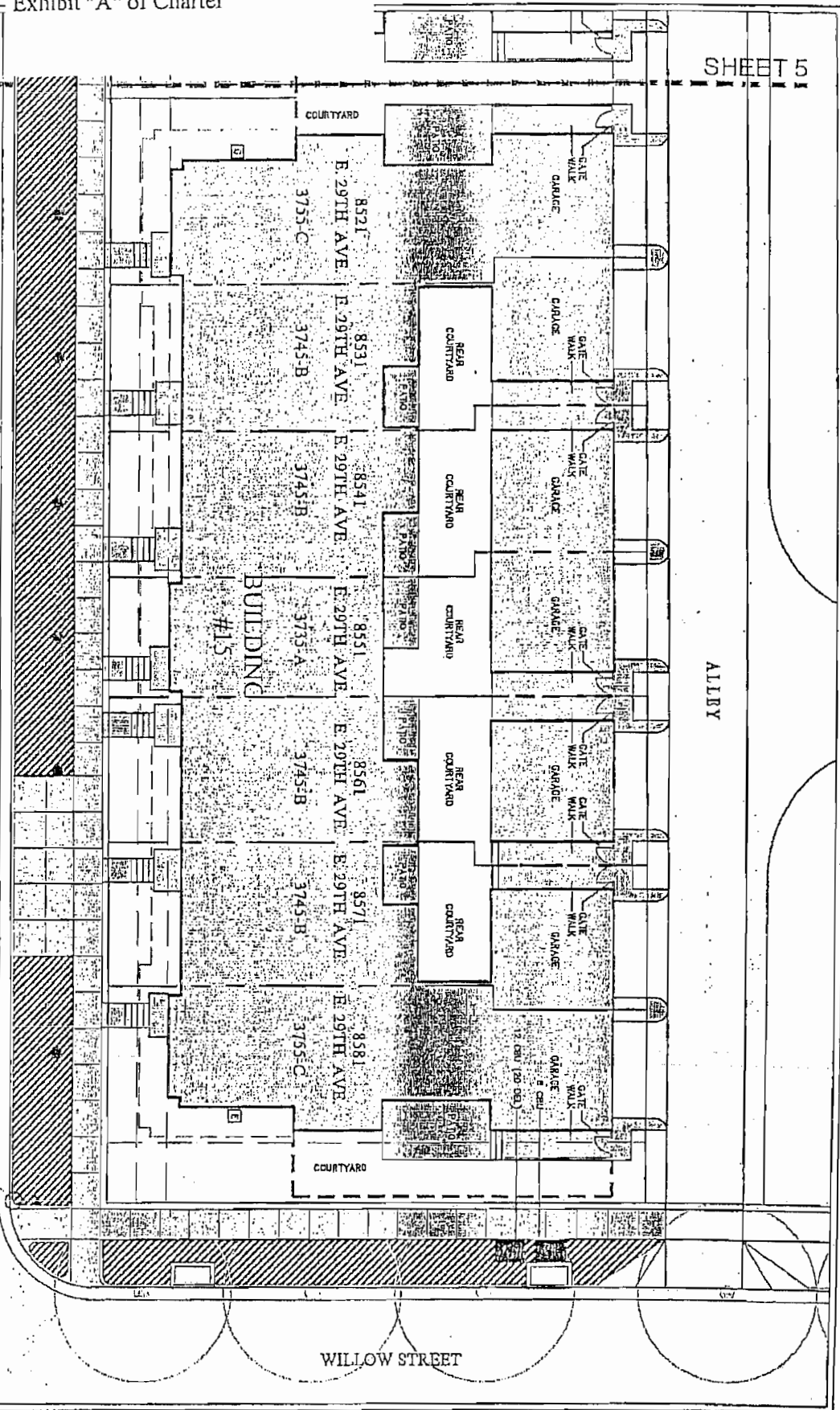


EXHIBIT "B"

Land Subject to Annexation

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 14.



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EXHIBIT B

"SPECIFIC ADDITIONAL PROPERTY"

All property (a) acquired by McStain Enterprises, Inc., (b) developed as residential townhomes, and (c) now or hereafter included with the Master Association pursuant to the First Amended and Restated Community Declaration for the Project Area Within The Former Stapleton International Airport which was recorded at Reception No. 2002086362 in the real property records of the City and County of Denver, Colorado and was also recorded at Reception No. C096147 of the real property records of Adams County, Colorado, including any such property subsequently annexed into such Declaration.



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EXHIBIT "C"

Initial Use Restrictions

The purpose of Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Board have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all property subject to this Charter until such time as they are modified pursuant to the Charter.

1. **General.** The property subject to this Charter shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Founder to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, or business offices for the Founder or the Association) consistent with this Charter and any Supplement.

2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within the Rowhome Neighborhood:

(a) Parking commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages or other locations screened from view of adjacent property in a manner approved by the Board; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Rowhome or the Common Area;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Rowhome. However, those pets that are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Rowhomes shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;

(c) Any activity that emits foul or obnoxious odors outside the Rowhome or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Rowhomes;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuing hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Rowhome;



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EXHIBIT "C"

Initial Use Restrictions

(continued)

(f) Any noxious or offensive activity, which in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Rowhomes;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Rowhome;

(h) Using or discharging any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Rowhomes, except alarm devices used exclusively for security purposes;

(i) Using and discharging firecrackers and other fireworks;

(j) Accumulating of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(k) Discharging of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(l) On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Rowhome for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(m) Any activities that materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Rowhome Neighborhood or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(n) Converting any carport or garage to finished space for use as an apartment or other integral part of the living area on any Rowhome without prior approval pursuant to Chapter 5;

(o) Any modification of any thing, permanently or temporarily, on the outside portions of the Rowhome, whether such portion is improved or unimproved, except in strict compliance with the Master Declaration and Chapter 5. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; hedges, walls, dog runs; animal pens, or fences of any kind; and satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals

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EXHIBIT "C"

Initial Use Restrictions

(continued)

shall be permitted on Rowhomes, subject to such reasonable requirements as to location and screening as the Board may impose, consistent with applicable law and the Master Declaration, in order to minimize obtrusiveness as viewed from streets and adjacent property.

3. **Prohibited Conditions.** The following shall be prohibited in the Rowhome Neighborhood:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Rowhome Neighborhood; and

(b) Structures, equipment, or other items on the exterior portions of a Rowhome which have become rusty, dilapidated, or otherwise fallen into disrepair.



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NOV 29 2004

**SUPPLEMENT TO
 NEIGHBORHOOD CHARTER
 FOR
 THE STAPLETON ROWHOMES
 (Second Annexation of Additional Property)**

WHEREAS, McStain Enterprises, Inc. ("Founder") recorded the Neighborhood Charter for The Stapleton Rowhomes in the real property records of the City and County of Denver, State of Colorado on April 30, 2004, at Reception No. 200498377 (the "Charter");

WHEREAS, Section 14.1 of the Charter allows the Founder to subject to the Charter any of the Specific Additional Property described on Exhibit B of the Charter any time prior to April 20, 2024;

WHEREAS, the Founder owns the following described real property which is a portion of the Specific Additional Property described on Exhibit B of the Charter, and desires to make the following described real property subject to the terms of the Charter and a part of the Rowhome Community created thereby (the "Annexed Property"):

Those portions of Lot 1 of Block 1
 Stapleton Filing No. 5,
 City and County of Denver,
 State of Colorado
 that are described on Exhibits 1-11 attached hereto.

WHEREAS, pursuant to Section 3.2 of the Charter and the Supplement to the Neighborhood Charter of The Stapleton Rowhomes records in the real property records of the City and County of Denver, Colorado on April 30, 2004, at Reception No. 200409378, as modified by First Amendment thereto recorded in the real property records of the City and County of Denver, Colorado on July 20, 2004, at Reception No. 2004151292, (collectively, the "Service Area No. 1 Supplement"), the Founder created Service Area No. 1 to provide special services to the property included in Service Area No. 1;

WHEREAS, pursuant to Section 3.2 of the Charter and Article II of the Service Area No. 1 Supplement, the Founder may add additional property to Service Area No. 1 by so stating in a supplement subjecting such property to the Charter;

WHEREAS, the Founder desires to add all of the Annexed Property into Service Area No. 1;

PLEASE REMIT ORIGINAL TO:
 Catherine Uzzalino
 McStain Neighborhoods
 400 Centennial Parkway
 Suite 200
 Louisville, CO 80027

NOW, THEREFORE,

1. The Annexed Property is hereby added and subjected to the Charter and shall be part of the "Property" and "Rowhome Neighborhood" as those terms are used and defined in the Declaration, and shall hereafter encumber title to such property, govern the development and use of such property, and be binding upon the Founder and the future owners of any portion of such property, their respective heirs, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable, or beneficial interest in any portion of such property.

2. The Annexed Property is hereby included in Service Area No. 1.

Dated this 8 day of November, 2004.

McSTAIN ENTERPRISES, INC.,
a Colorado corporation

By: *Eric A. Wittenberg*
Eric A. Wittenberg, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 8 day of November, 2004, by Eric A. Wittenberg, President, of behalf of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal

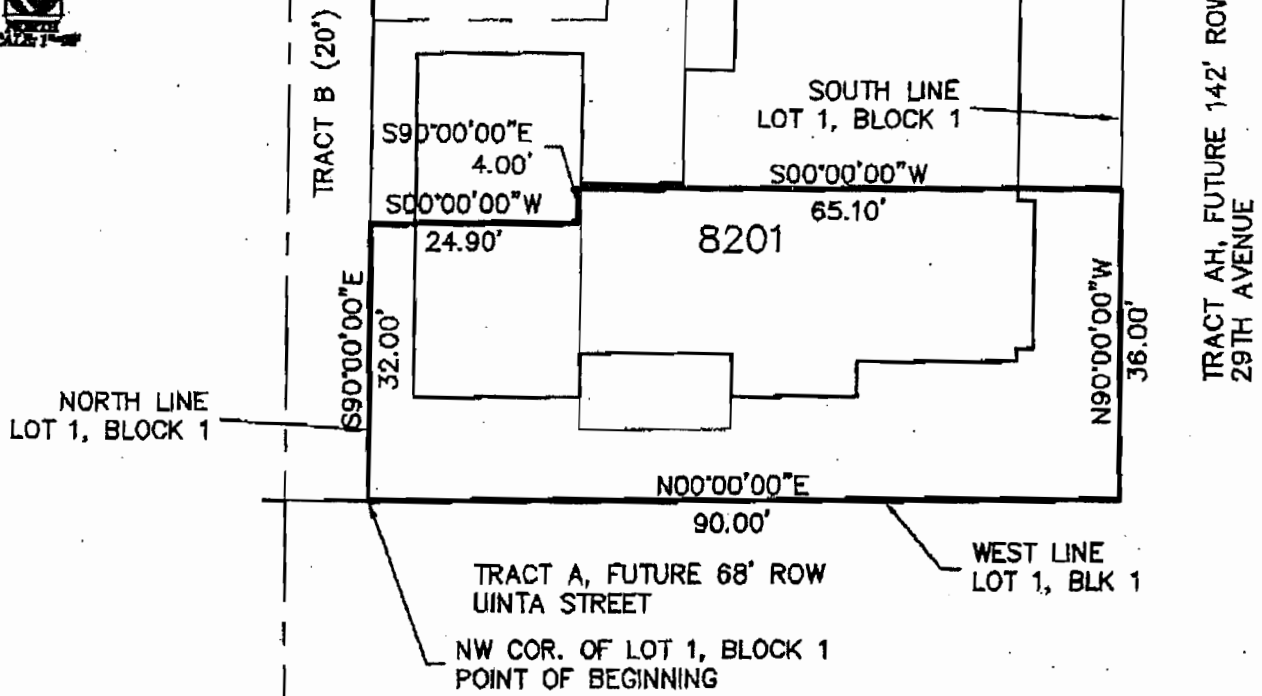
Catherine Uzzalino
Notary Public

My commission expires: 2/04/2008



My Commission Expires 02/04/2008

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 THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 36.00 FEET;
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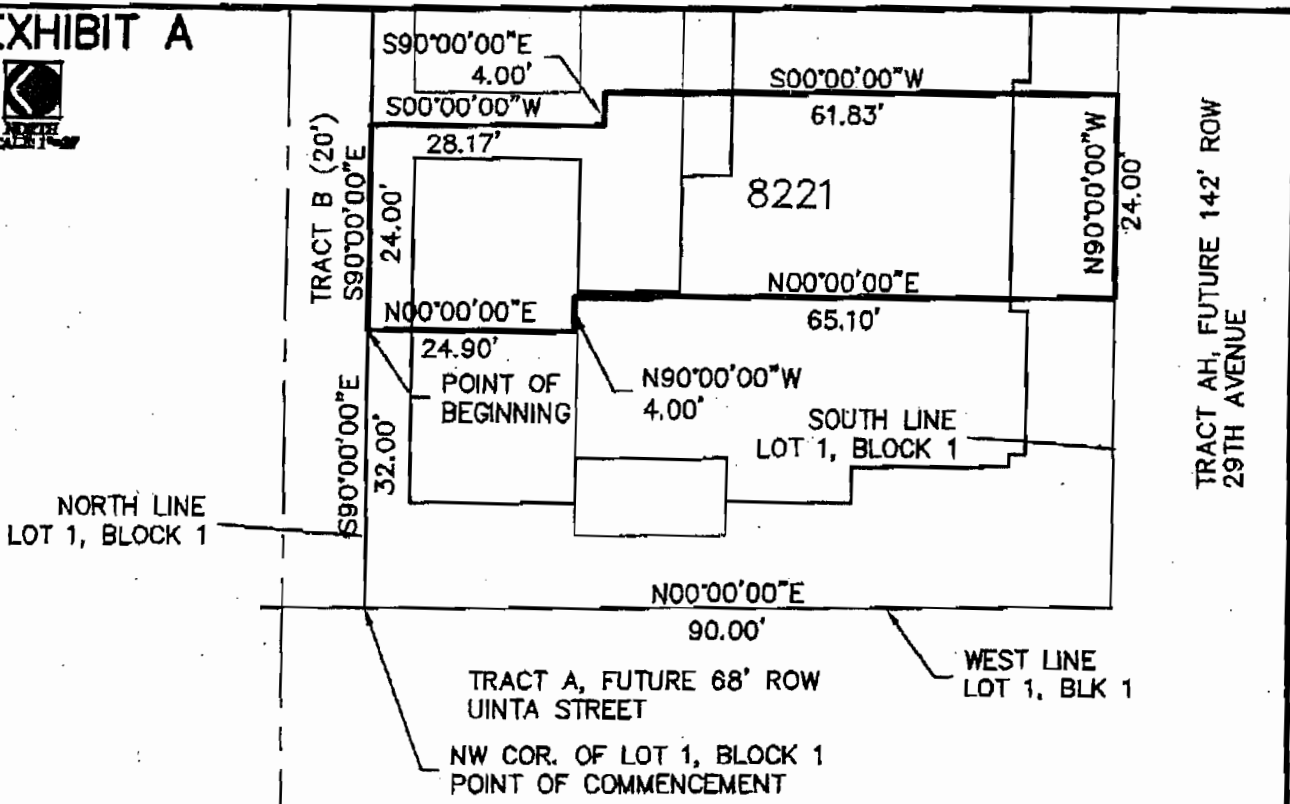


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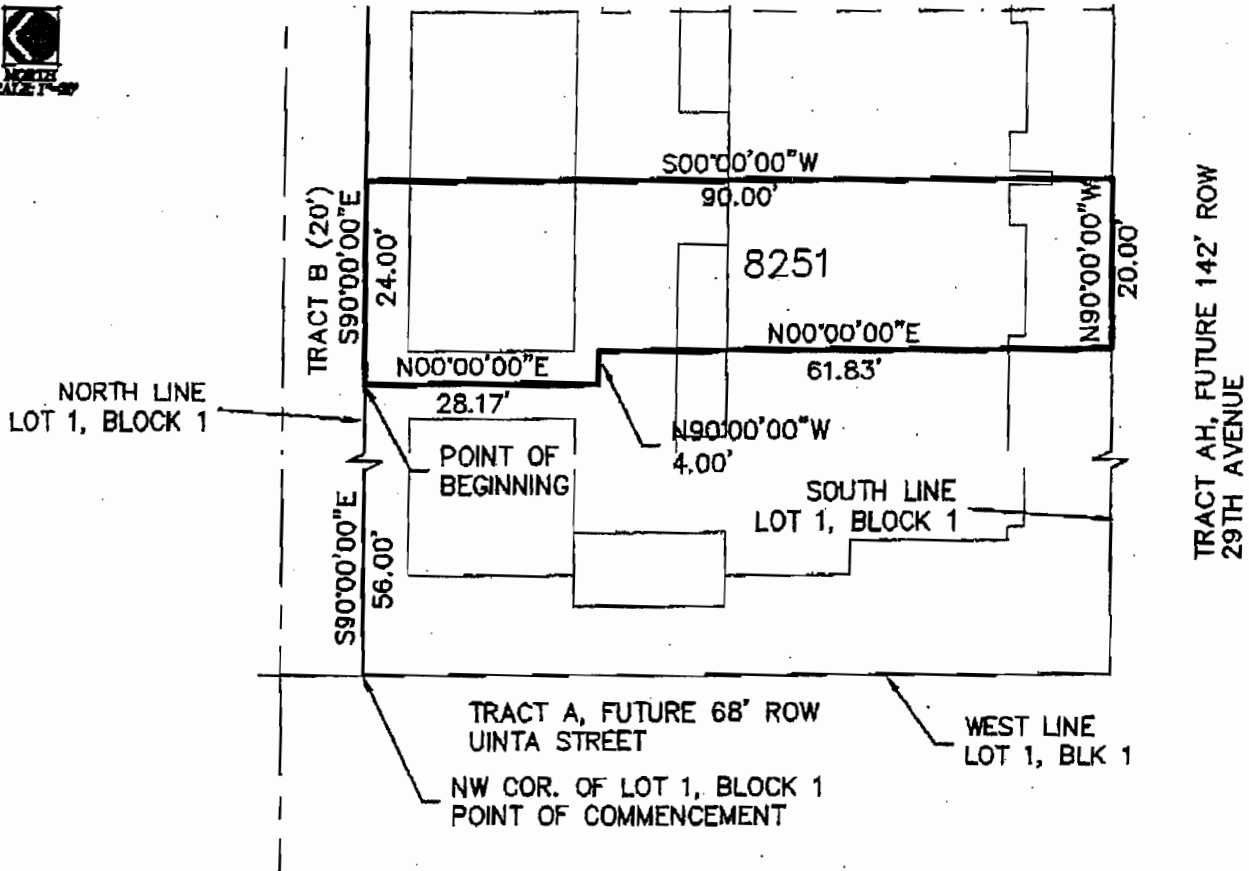


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 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1913 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.

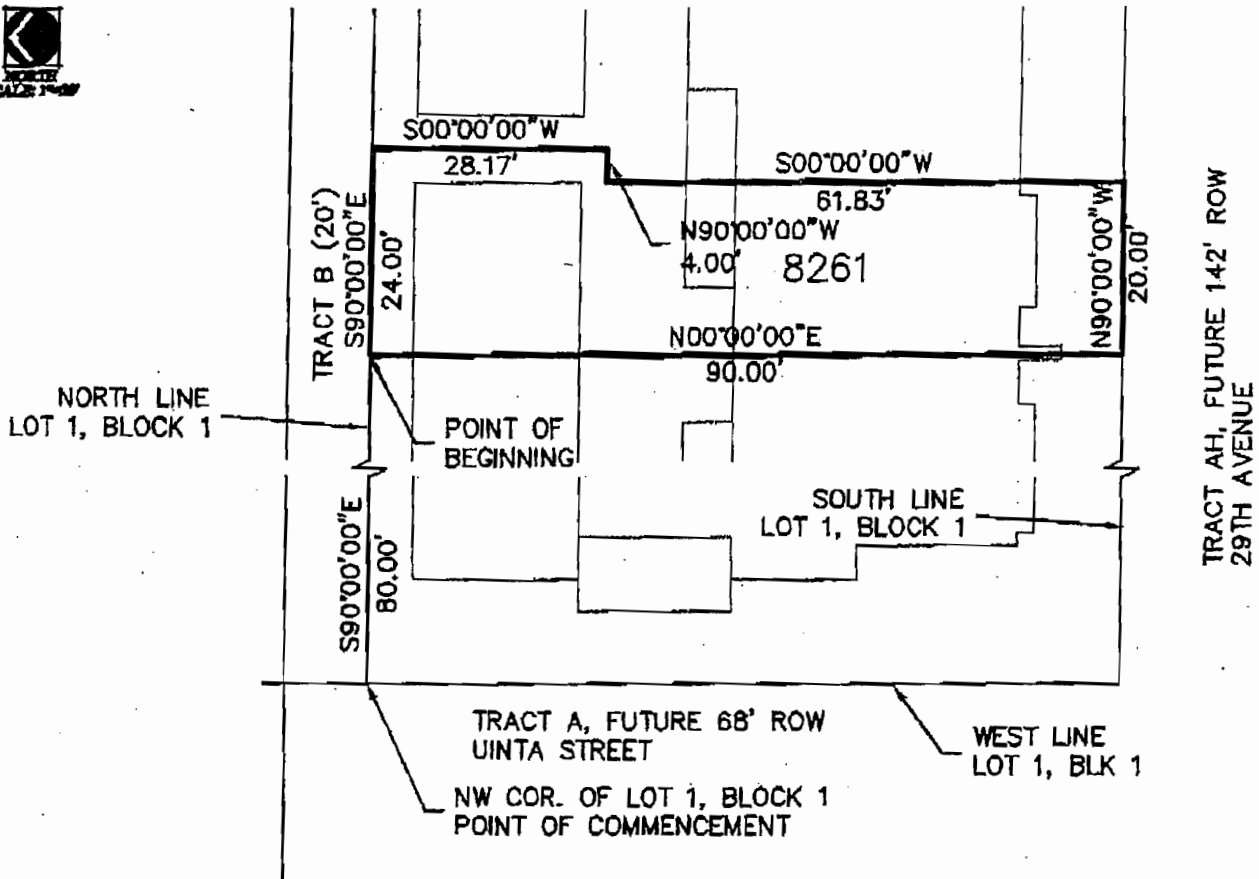


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EXHIBIT A



A PART OF LOT 1, BLOCK 1, STAPLETON FILING NO. 5, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003, AT RECEPTION NO. 2003013190, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1913 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

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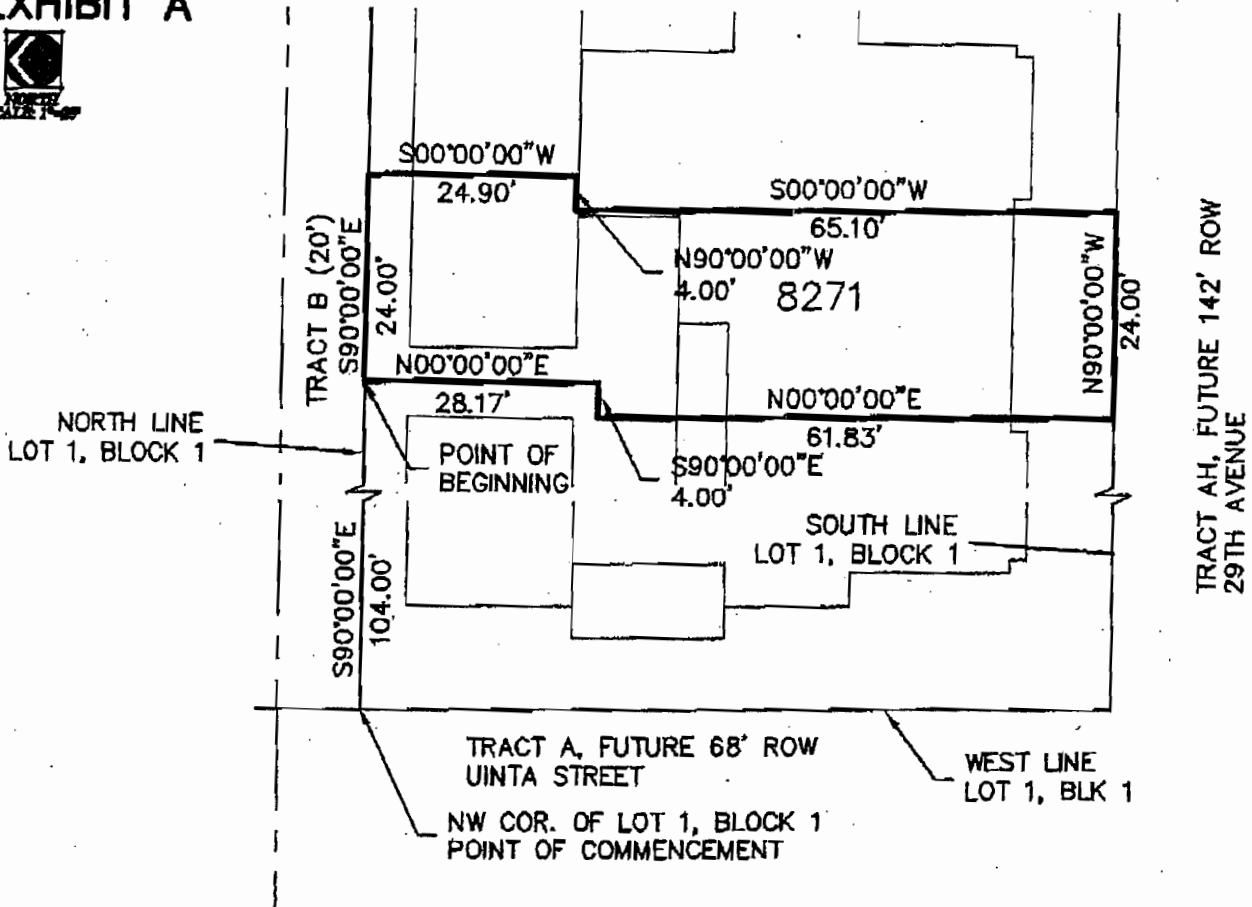


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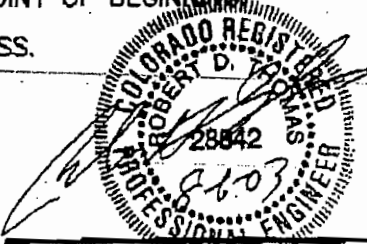


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING

CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.

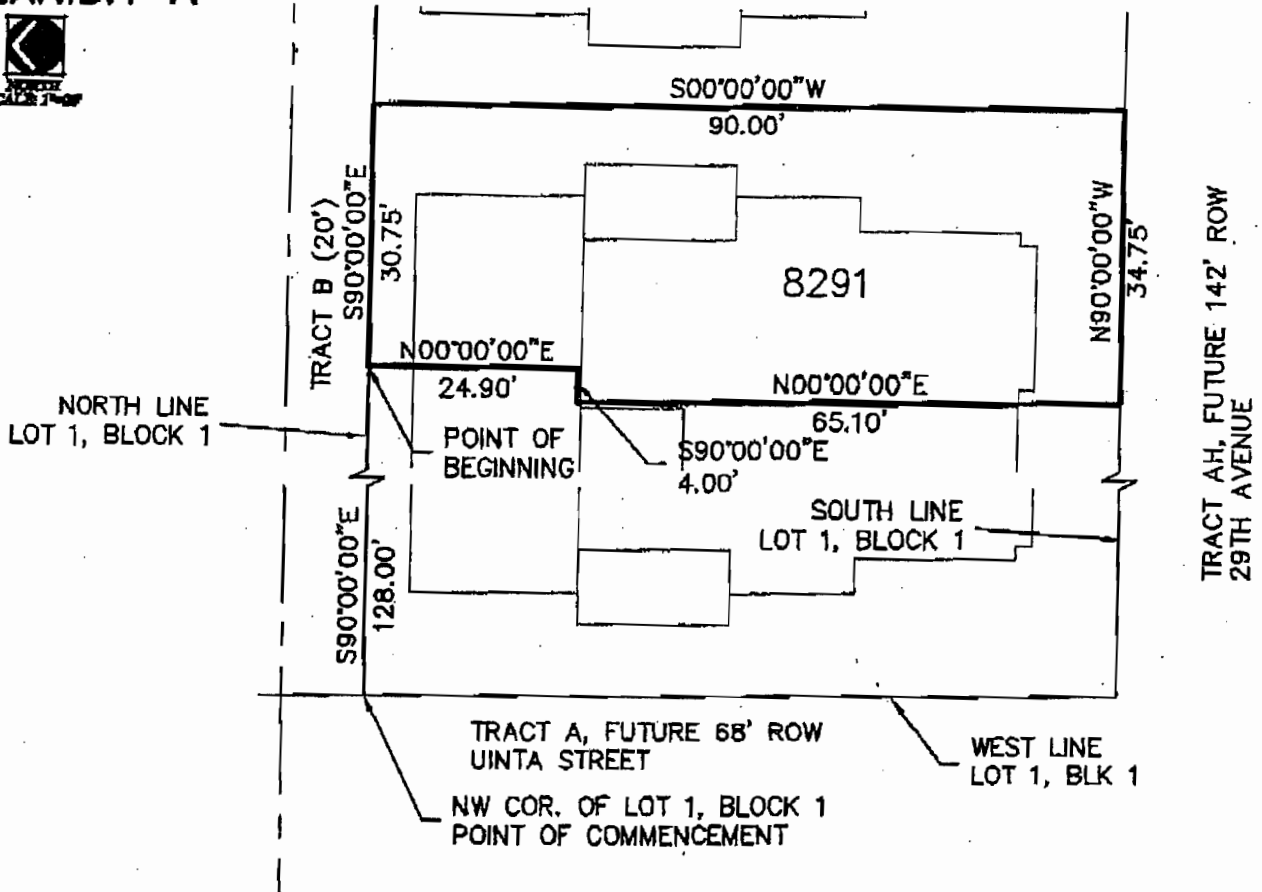


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EXHIBIT A



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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 128.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 30.75 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 34.75 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 3028 SQUARE FEET OR 0.070 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.

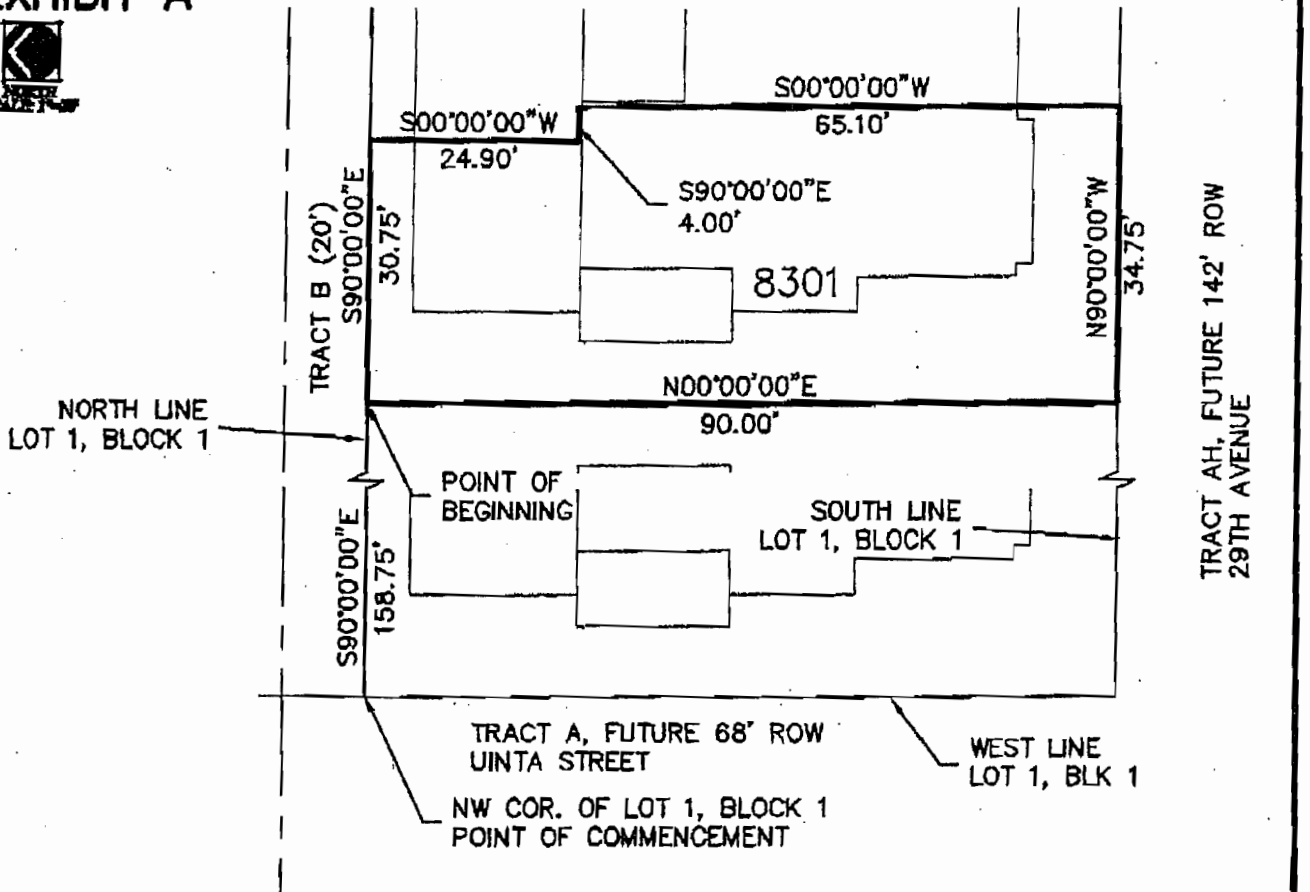


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EXHIBIT A

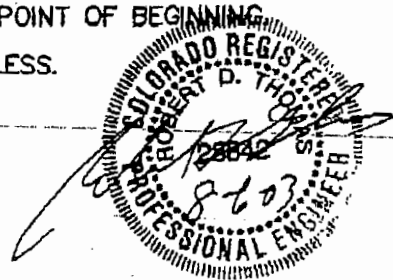


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5; THENCE S 90°00'00" E, A DISTANCE OF 158.75 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" E, A DISTANCE OF 30.75 FEET; THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET; THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET; THENCE N 90°00'00" W, A DISTANCE OF 34.75 FEET; THENCE N 00°00'00" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING

CONTAINING 3028 SQUARE FEET OR 0.070 ACRES MORE OR LESS.

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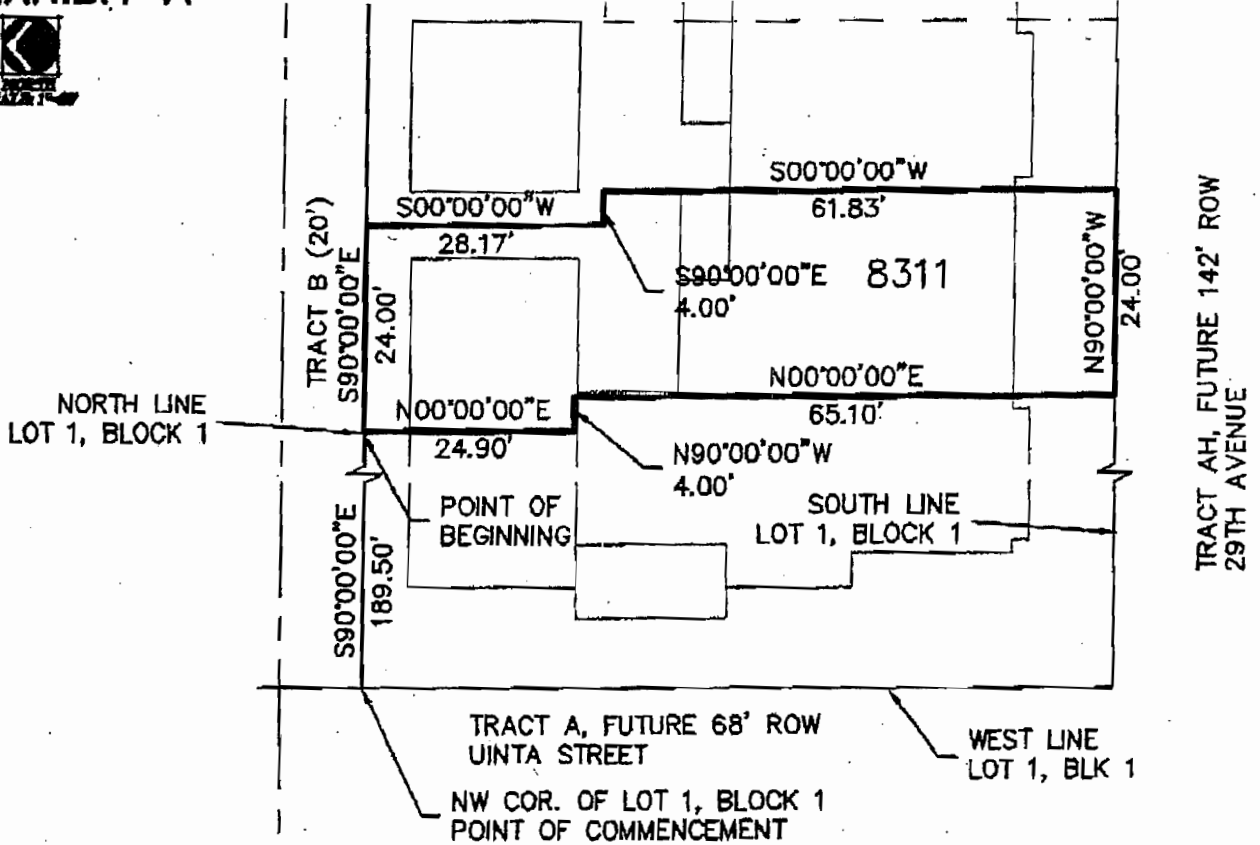


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EXHIBIT A

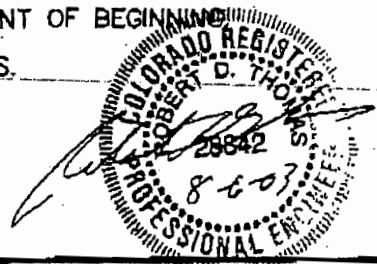


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 189.50 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING

CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

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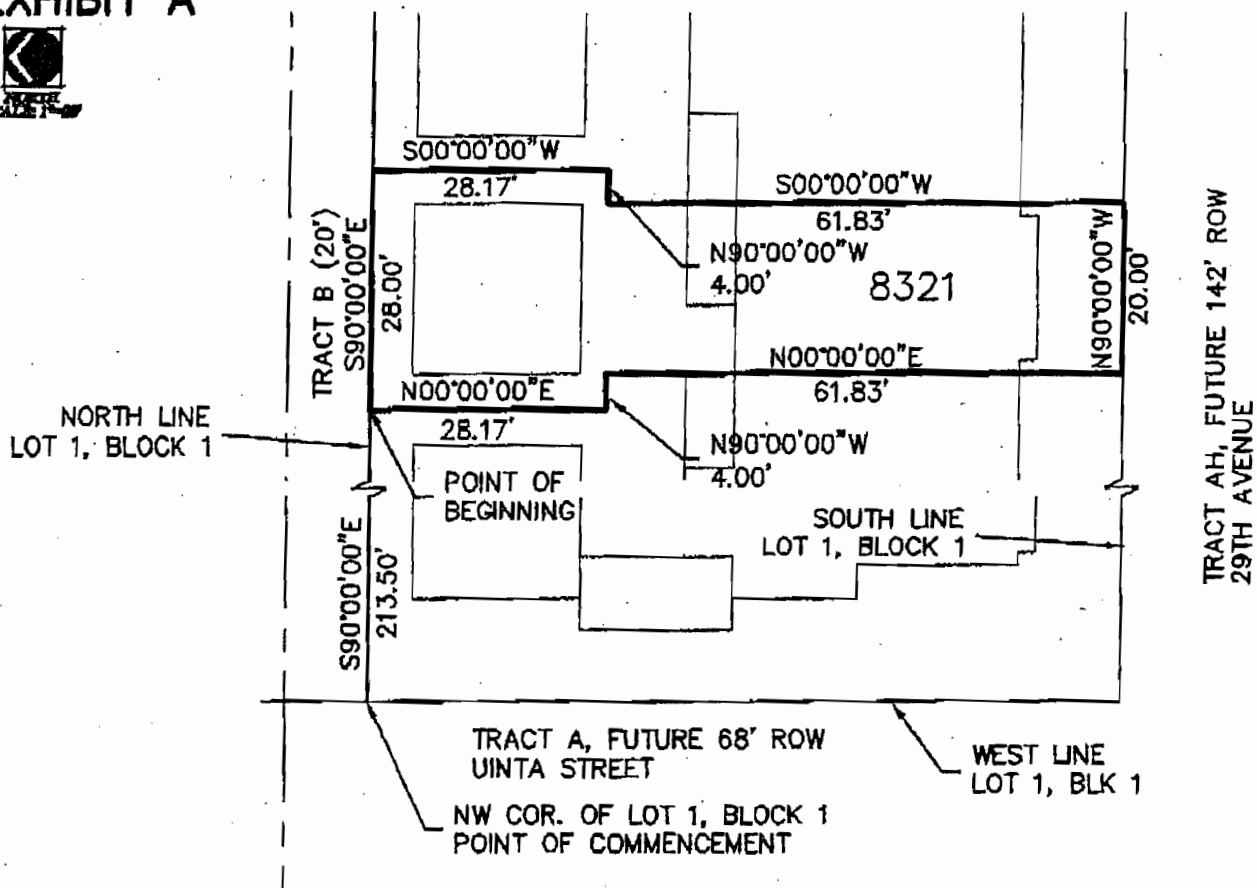


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EXHIBIT A



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 THENCE S 90°00'00" E, A DISTANCE OF 213.50 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 28.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2025 SQUARE FEET OR 0.047 ACRES MORE OR LESS.

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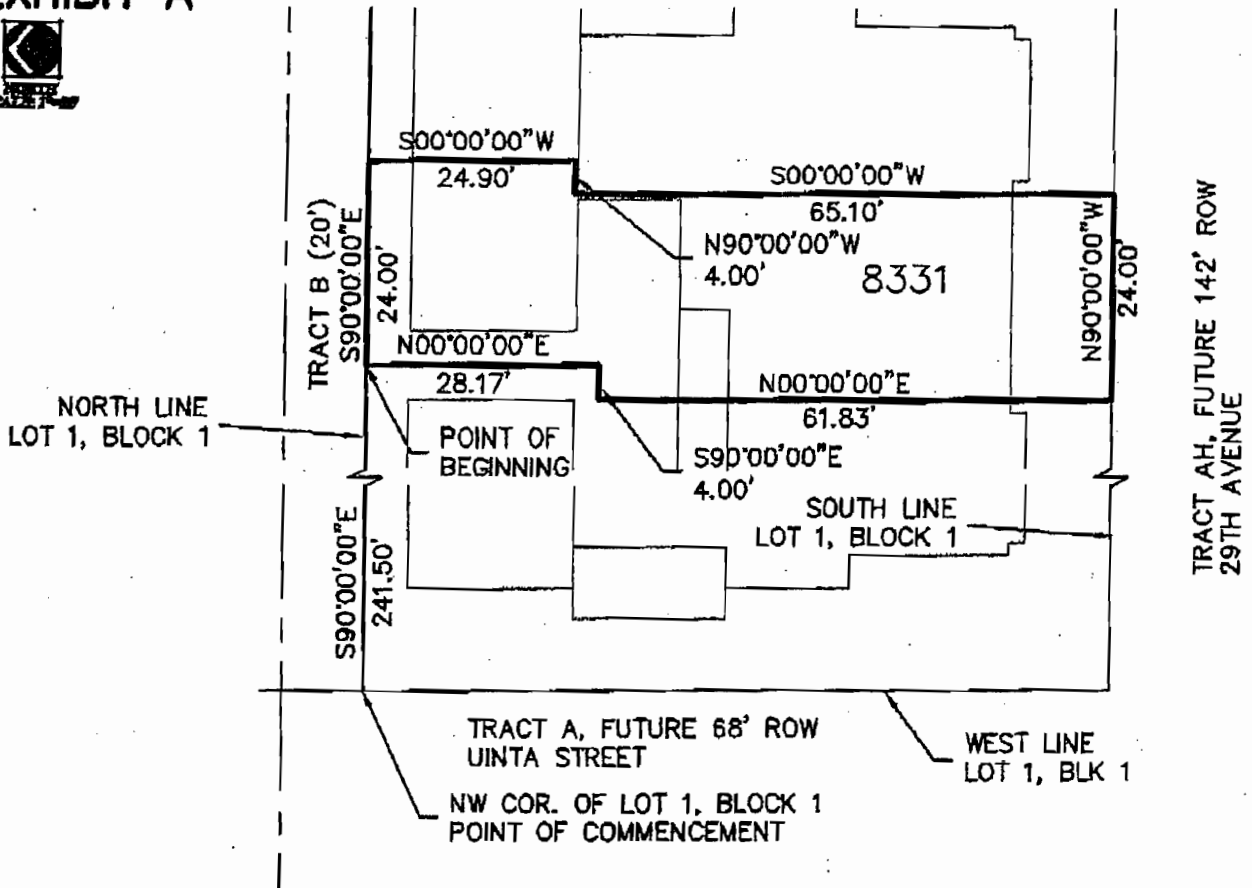


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, STAPLETON FILING NO. 5;
 THENCE S 90°00'00" E, A DISTANCE OF 241.50 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING

-CONTAINING- 2147- SQUARE FEET OR 0.049 ACRES MORE OR LESS.

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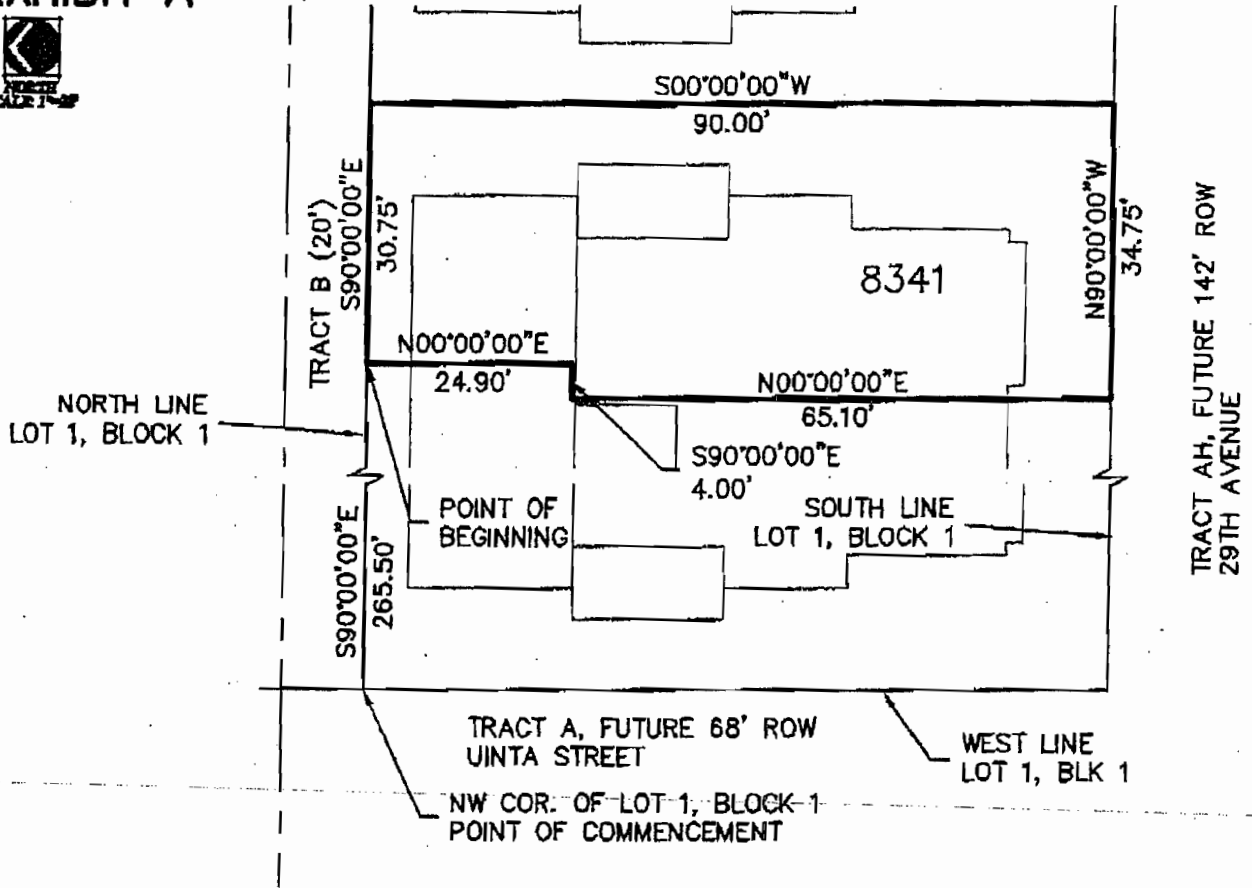


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 THENCE S 90°00'00" E, A DISTANCE OF 265.50 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 30.75 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 34.75 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
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24

SUPPLEMENT TO THE NEIGHBORHOOD CHARTER
OF
THE STAPLETON ROWHOMES

Service Area No. 1

THIS SUPPLEMENT TO NEIGHBORHOOD CHARTER is made this 21 day of APRIL, 2004, by McStain Enterprises, Inc. (Hereinafter, with its successors and assigns, referred to as the "Founder"). (This Supplement to the Neighborhood Charter, as may be amended and supplement from time to time, is referred to as the "Supplement.")

WITNESSETH

WHEREAS, on April 30, 2004, McStain Enterprises, Inc. filed that certain Neighborhood Charter for Stapleton Rowhomes (as may be amended from time to time, the "Charter"), which was recorded in Record Book 2004-098377, et seq., of the Official Records of the City and County of Denver, Colorado; and

WHEREAS, the property described on Exhibit "A" attached hereto (the "Property") is subject to the Charter and is a part of the Rowhome Neighborhood (as defined in the Charter); and

WHEREAS, in accordance with Section 3.2 of the Charter, Rowhomes may be grouped into "Service Areas" which receive special benefits or services from Stapleton Rowhome Association ("Association") that the Association does not provide to all Rowhomes within the Rowhome Neighborhood (the capitalized terms used in this paragraph are defined in the Charter); and

WHEREAS, pursuant to Section 3.2 of the Charter, the Founder may initially designate Service Areas (by name or other identifying designation) and assign Rowhomes to a particular Service Area in a "Supplement" (as defined in the Charter); and

WHEREAS, pursuant to Section 14.2 of the Charter, any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain such property and authorizing the Association to recover its costs through Service Area Assessments (as defined in the Charter); and

WHEREAS, the Founder desires to designate the Property as a Service Area under the Charter and to provide for additional covenants relating to maintenance of such Service Area than are otherwise set forth in the Charter;

Please remit to:
Catherine Uzralino
75 Manhattan DR, STE 1
Boulder, CO 80503



NOW, THEREFORE, pursuant to the Founder's authority under the Charter, the Founder hereby subjects the real property described on Exhibit "A" attached hereto to the covenants, conditions, easements, and restrictions set forth in this Supplement, which shall apply in addition to the provisions of the Charter and the First Amended and Restated Community Declaration for the Project Area within the former Stapleton International Airport, recorded at Reception No. 2002086362, Official Records of the City and County of Denver, Colorado ("Master Declaration"). The Property designated on Exhibit "A" attached hereto shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter, the Master Declaration, and this Supplement, as each may be amended from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Charter.

ARTICLE I

Definitions

Except as otherwise defined in this Supplement, all capitalized terms shall have the same meaning as set forth in the Charter.

ARTICLE II

Service Area Designation

The Property is hereby established and designated as a Service Area pursuant to Section 3.2 of the Charter. The Service Area shall be known as "Service Area No. 1."

In addition to the real property described in Exhibit "A," other property may be added to Service Area No. 1 and to the covenants and easements set forth in the Supplement in accordance with the Charter. (References in this Supplement to Service Area No. 1 shall be deemed to refer to the property described on Exhibit "A" and any additional property that is made a part of the Service Area No.1 in the future.)

ARTICLE III

Maintenance Responsibilities

The responsibility for maintenance of the Rowhomes within and other portions of Service Area No. 1 shall be allocated among the Association, the Owners of Rowhomes within Service Area No. 1, and other parties in accordance with the maintenance chart attached as Exhibit "B" attached hereto.

The Association's responsibility shall include maintaining landscaping within that portion of the front yard portions of the Rowhomes within Service Area No. 1 as is shown by illustration on Exhibit "C" to this Supplement. Maintenance of the landscaping shall include, without



limitation, pruning shrubbery, fertilization, pest control, weed control, removal and replacement of dead tress and shrubs, and irrigation; provided, the Association may require that an Owner, at his or her expense, maintain any landscaping he or she adds (which additions shall be subject to the application and approval requirements set forth in Chapter 5 in the Charter.).

The Association also shall maintain any landscaping, tress, grass, and public sidewalks within the Public Landscape Areas within Service Area No. 1, to the extent not maintained by, or not maintained to the Community-Wide Standard by, the Master Association, a metropolitan district, or any other unit of local government. Maintenance of the Public Landscape Areas shall be a provided in Section 6.4 of the Charter. The Public Landscape Areas within Service Area No. 1 are shown by illustration of Exhibit "D" to this Supplement.

All maintenance, repairs, and replacement within Service Area No. 1 shall be performed in a manner and on a schedule consistent with the Community-Wide Standard, as provided in the Charter. The Founder hereby grants to the Association such easements over the Property, including the Rowhomes within Service Area No. 1, as are necessary or reasonably appropriate to enable the Association to fulfill its maintenance responsibilities under this Article.

ARTICLE IV
Amendments

The provisions of Section 17.2(a) of the Charter relating to unilateral amendments to the Charter by the Founder shall apply to this Supplement and are specifically incorporated by this reference.

Except as otherwise specifically provided above or in the Act, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of Rowhomes within Service Area No. 1 which at least 67% of the total votes assigned under the Governing Documents to the Rowhomes within Service Area No. 1 are allocated and the written consent to the Board. In addition, the Founder's written consent is required for any amendment during the Development and Sale Period.

In witness of the foregoing, the Founder has executed this Supplement this 27 day of April, 2004.

FOUNDER: MCSTAIN ENTERPRISES, INC.,
a Colorado corporation

By: [Signature]
Name: Eric Wittenberg
Its: President / CEO

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

The foregoing instrument was acknowledged before me this 27 day of April, 2004, by Eric Wittenberg as a President of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 2/04/2008 :



My Commission Expires 02/04/2008

Catherine Uzzalino
Notary Public

Tm1372

Barcode with number 2004098378
Page: 4 of 24
04/30/2004 03:09P
City & County of Denver SUP R121.00 00.00

EXHIBIT "A"

Service Area No. 1

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Page: 5 of 24
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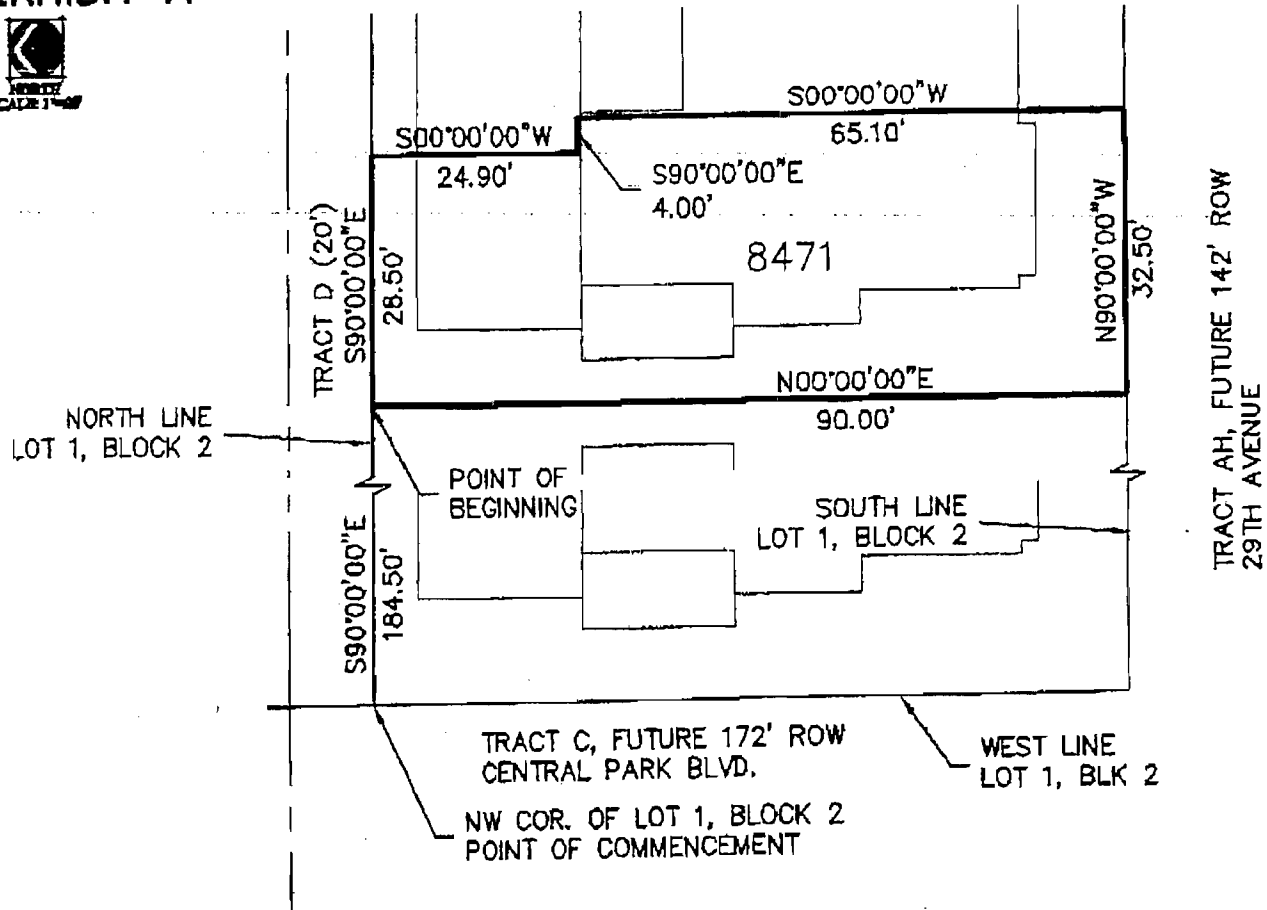
City & County Of Denver

SUP

R121.00

D0.00

EXHIBIT A



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 THENCE S 90°00'00" E, A DISTANCE OF 184.50 FEET TO THE POINT OF BEGINNING;
 THENCE S 90°00'00" E, A DISTANCE OF 28.50 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 24.90 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 65.10 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 32.50 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2825 SQUARE FEET OR 0.065 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



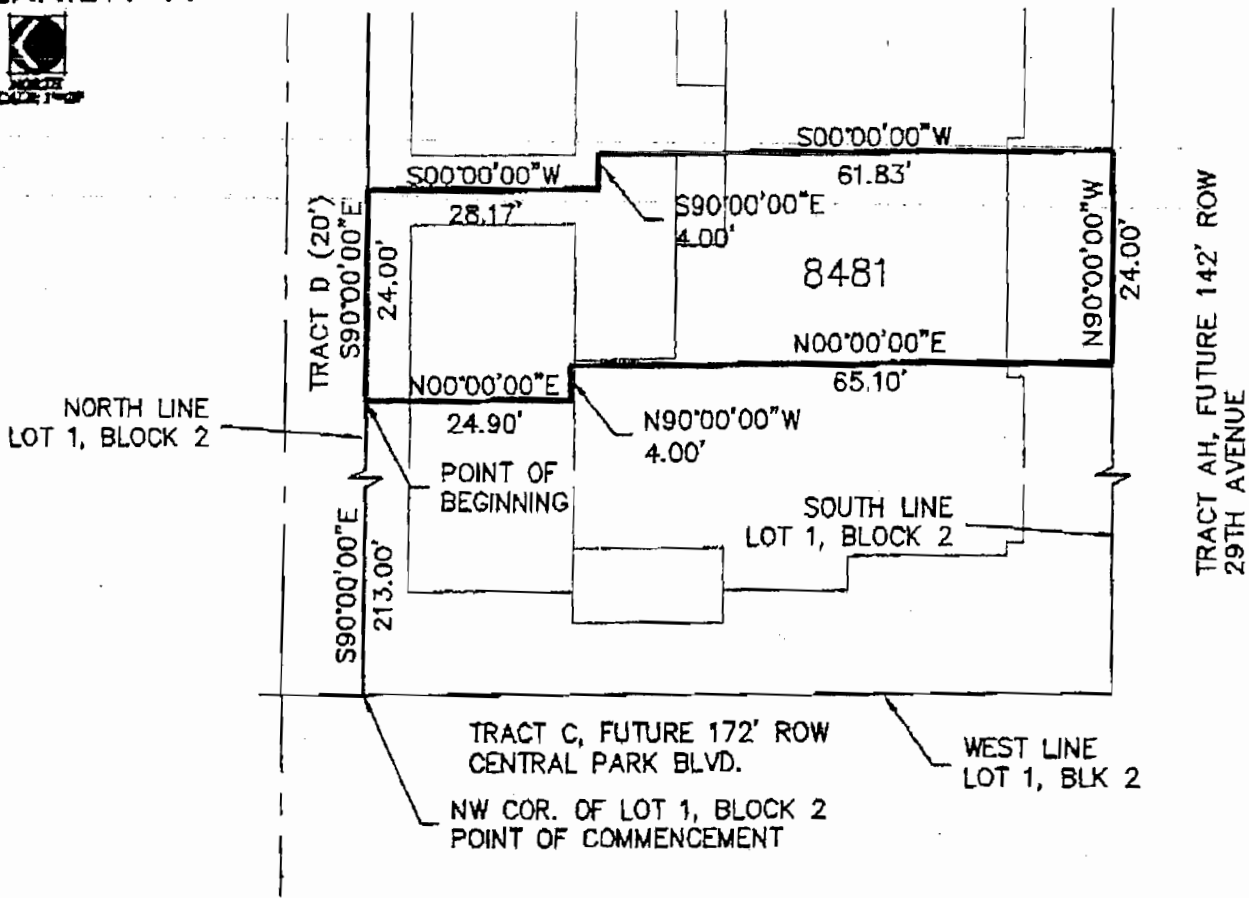
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 Page: 6 of 24
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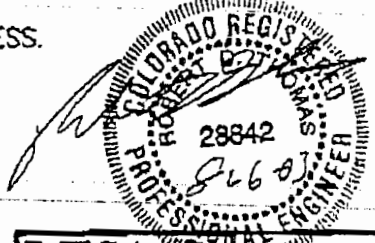


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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2, STAPLETON FILING NO. 5; THENCE S 90°00'00" E, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 28.17 FEET; THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 61.83 FEET; THENCE N 90°00'00" W, A DISTANCE OF 24.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET; THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



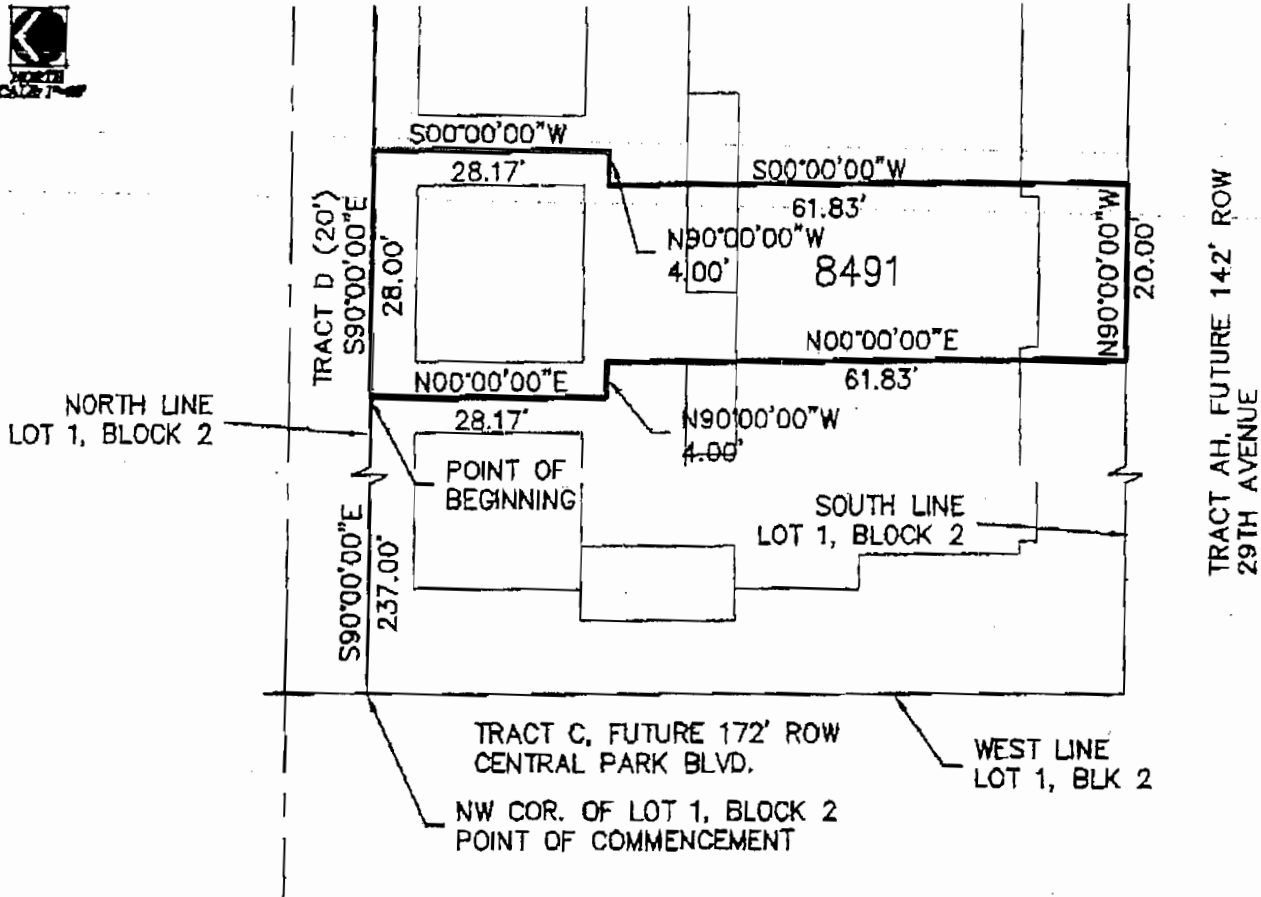
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CONTAINING 2025 SQUARE FEET OR 0.047 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



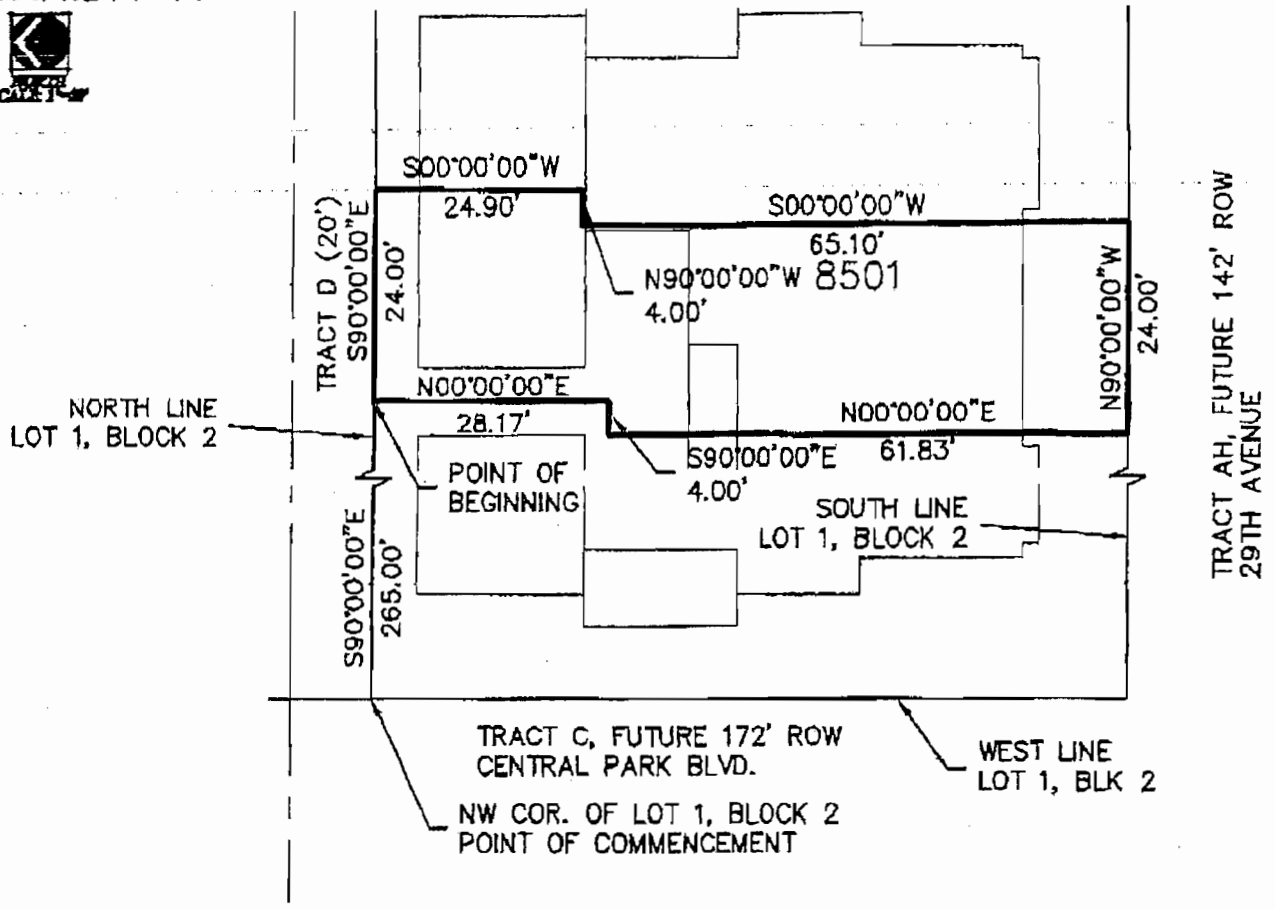
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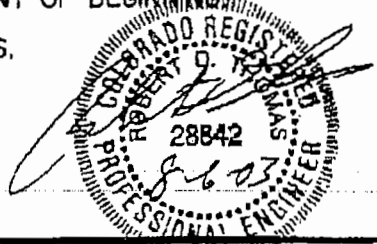


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CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

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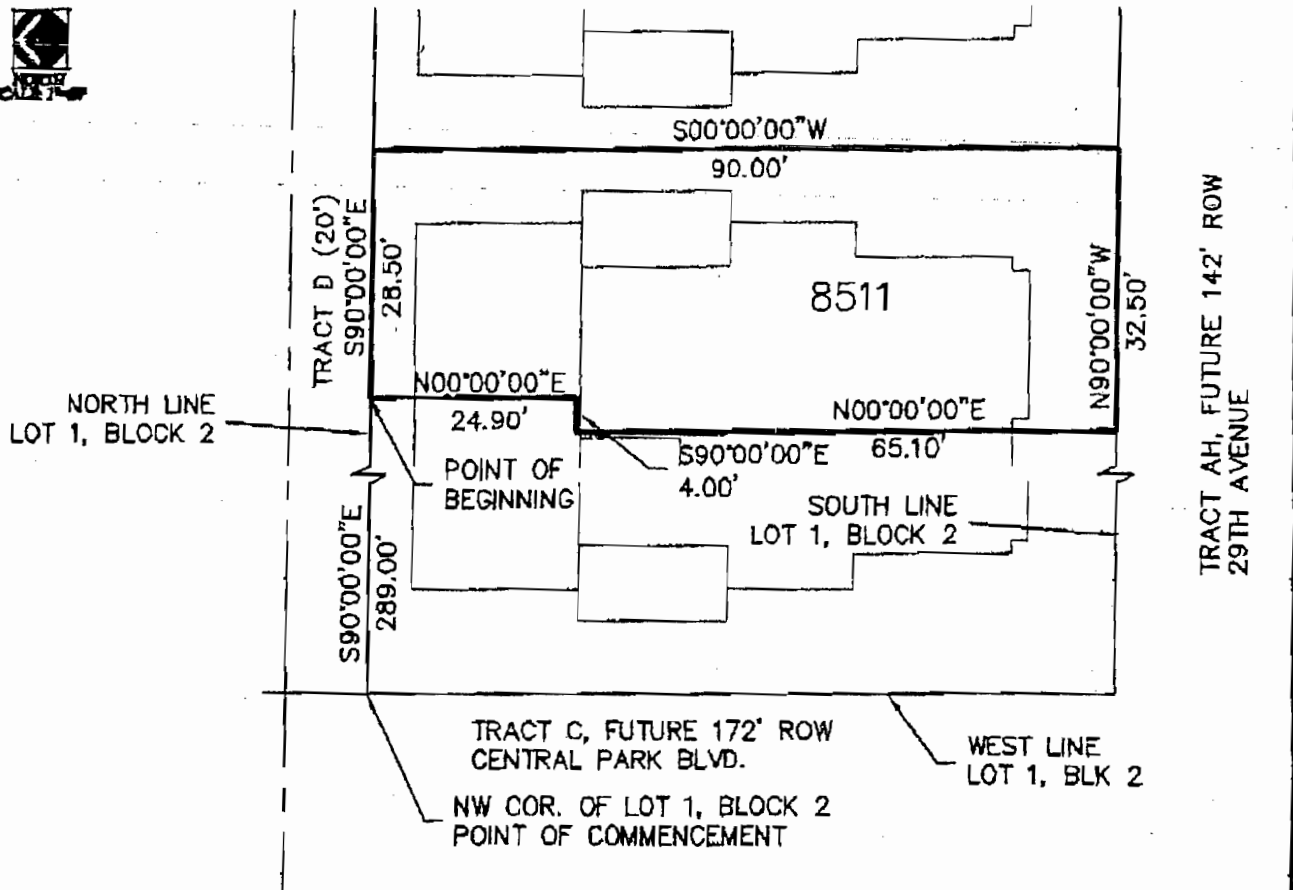
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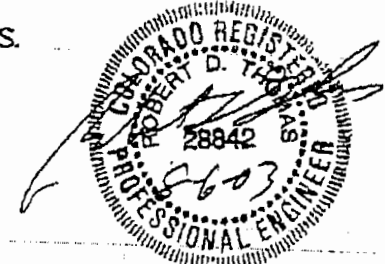


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CONTAINING 2825 SQUARE FEET OR 0.065 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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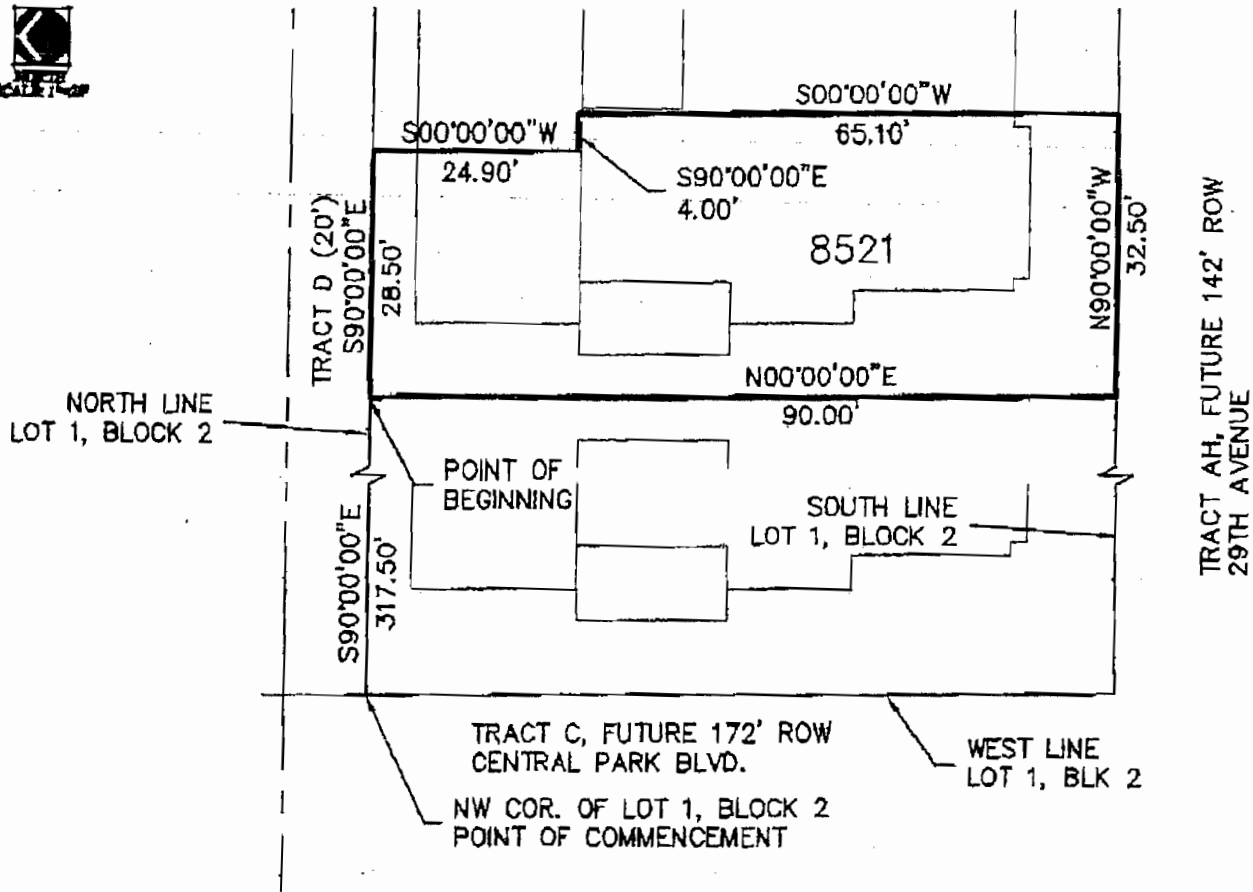
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EXHIBIT A

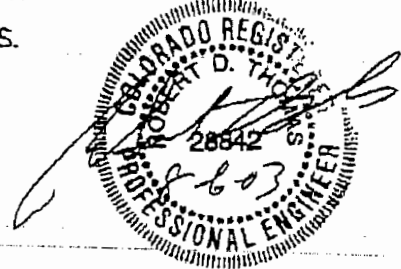


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CONTAINING 2825 SQUARE FEET OR 0.065 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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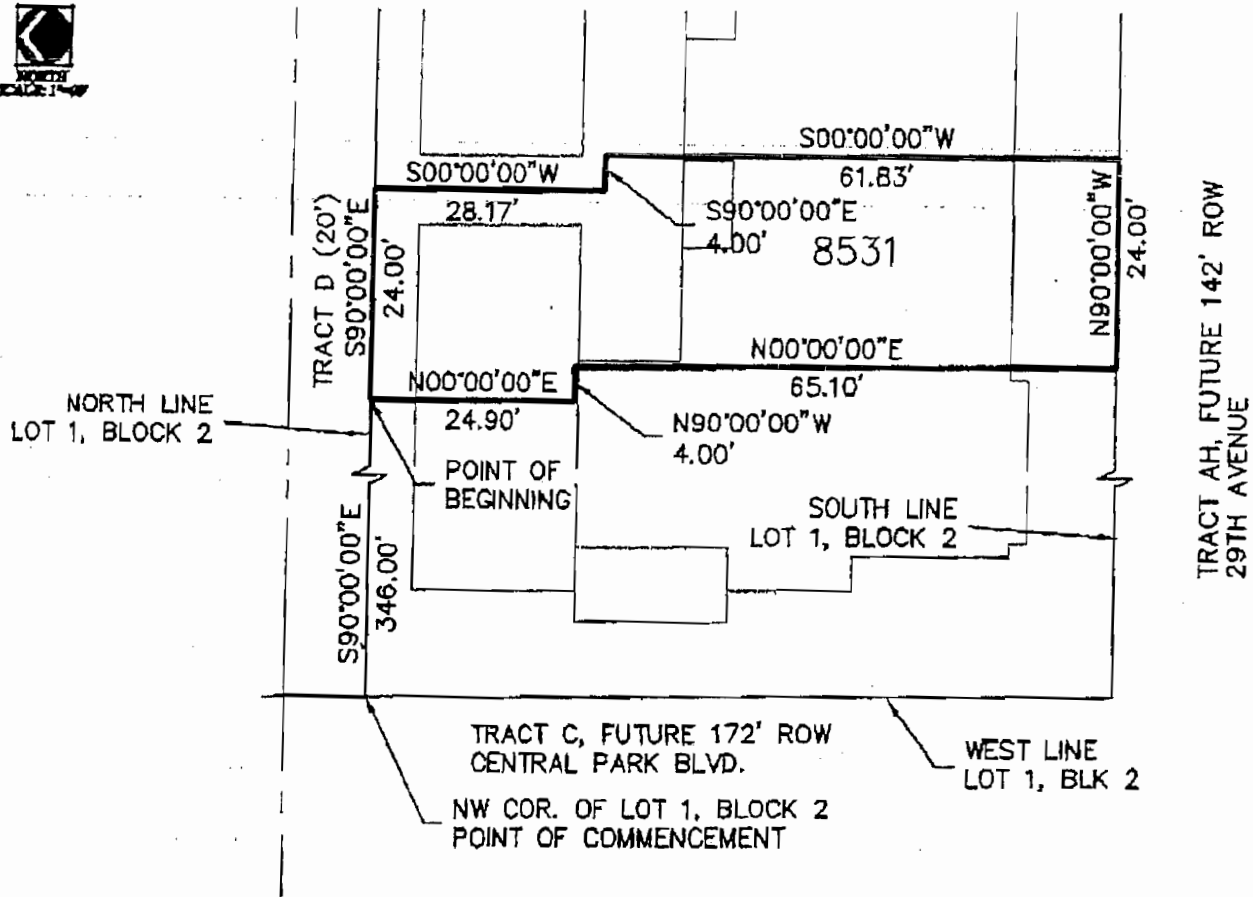
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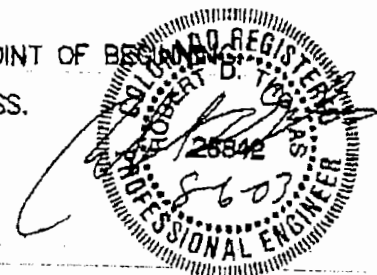


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CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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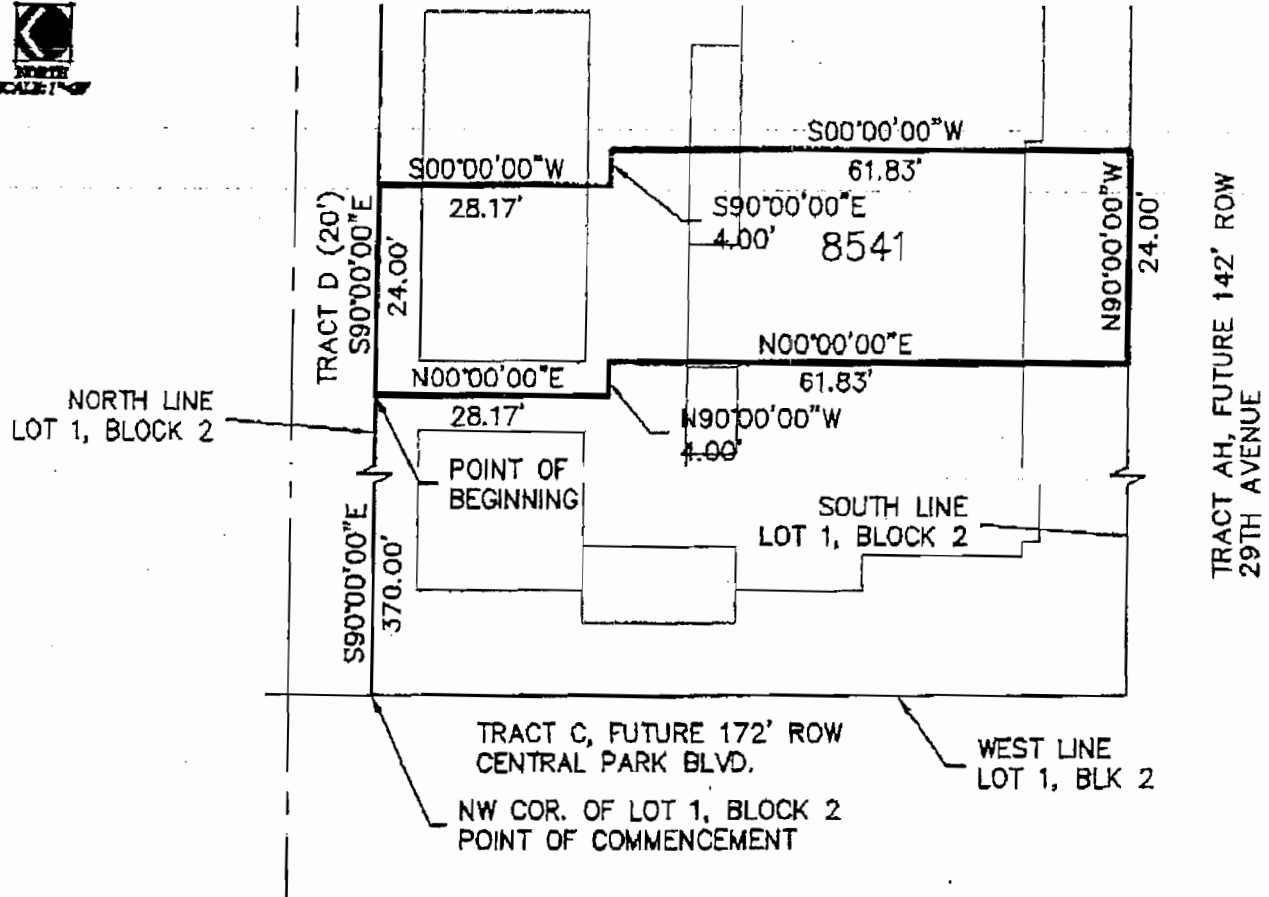


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CONTAINING 2160 SQUARE FEET OR 0.050 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



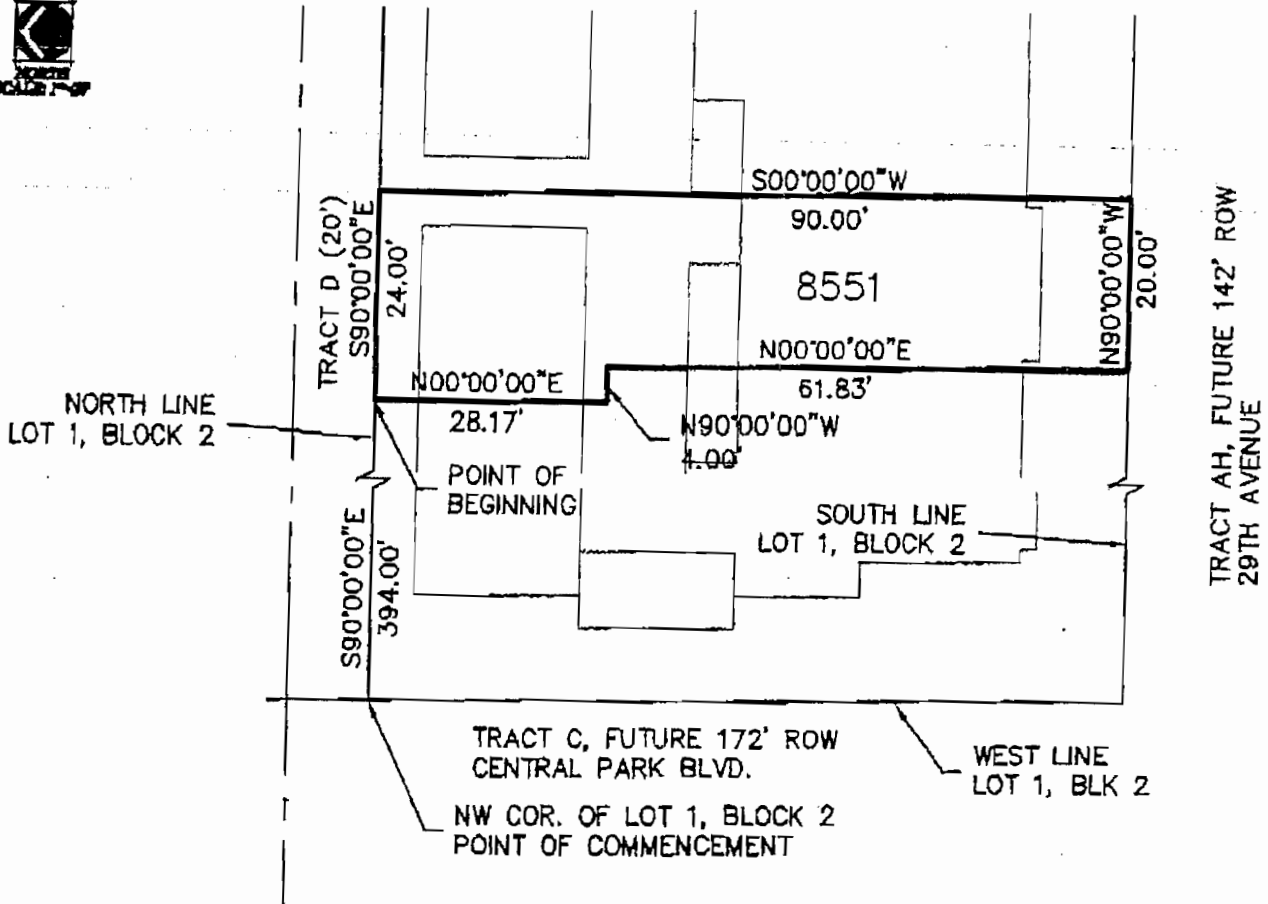
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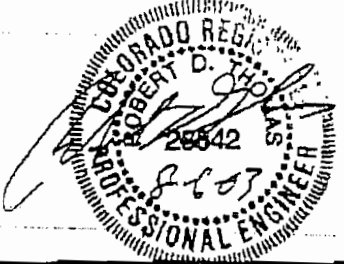


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 THENCE S 90°00'00" E, A DISTANCE OF 24.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 61.83 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 28.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1913 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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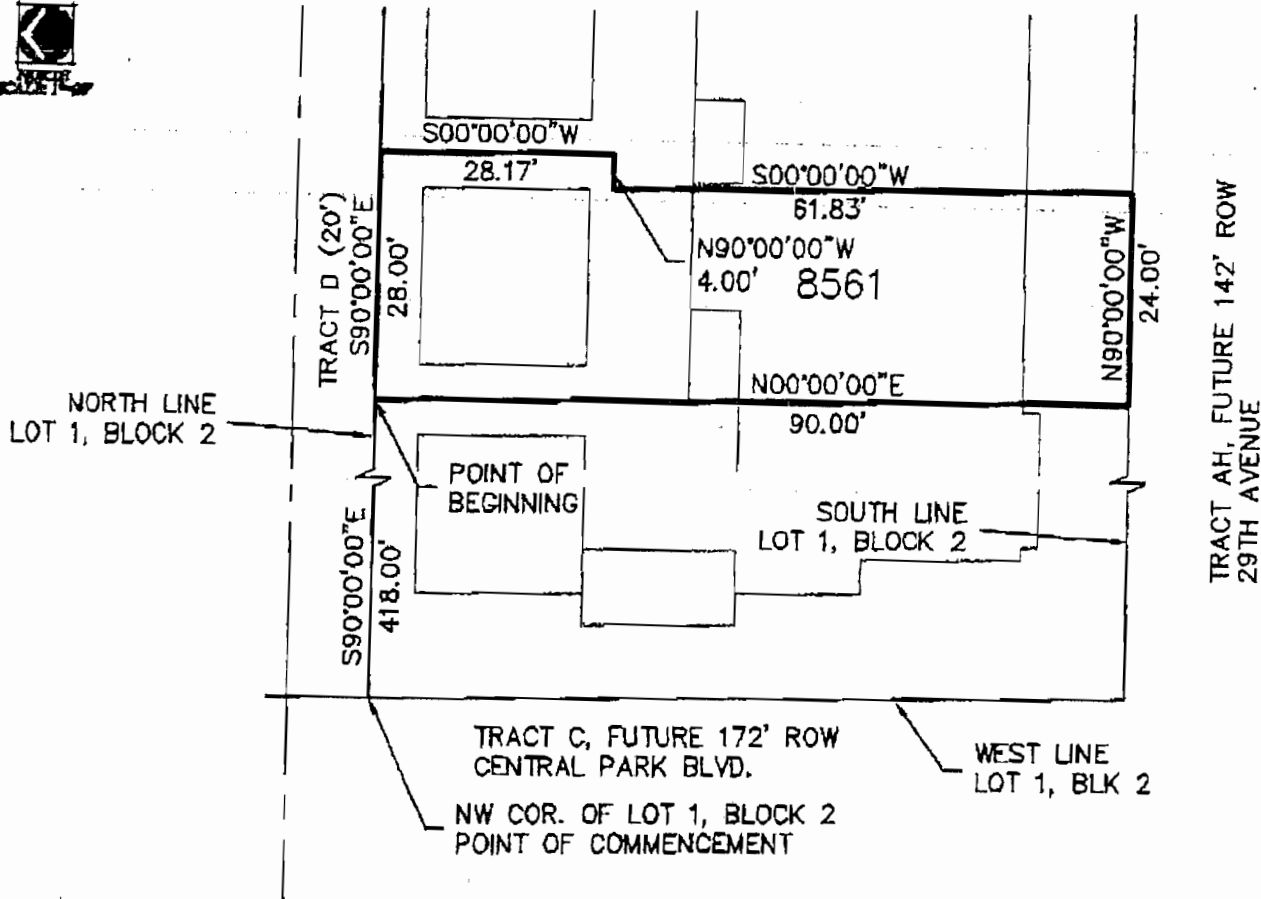
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CONTAINING 2273 SQUARE FEET OR 0.052 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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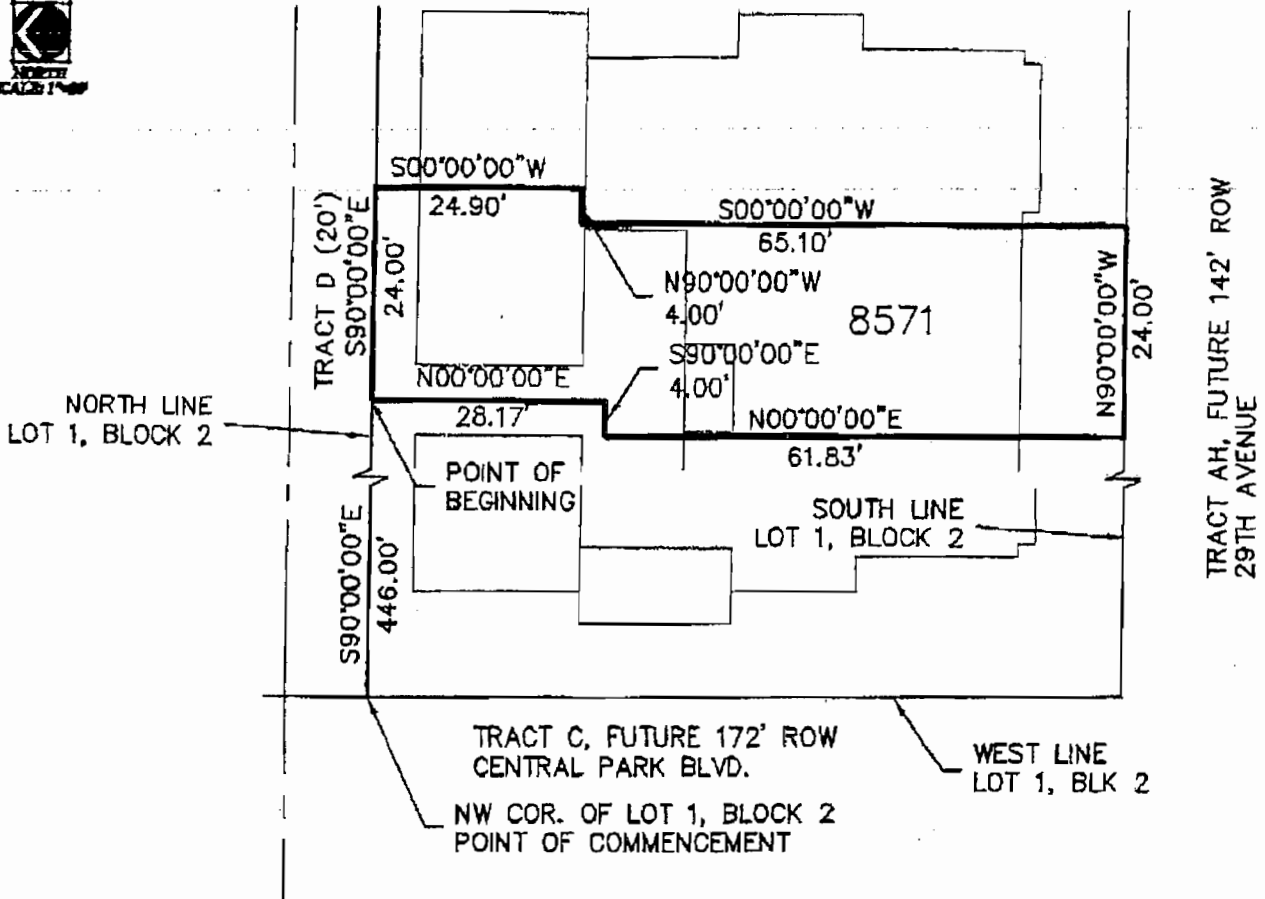
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CONTAINING 2147 SQUARE FEET OR 0.049 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



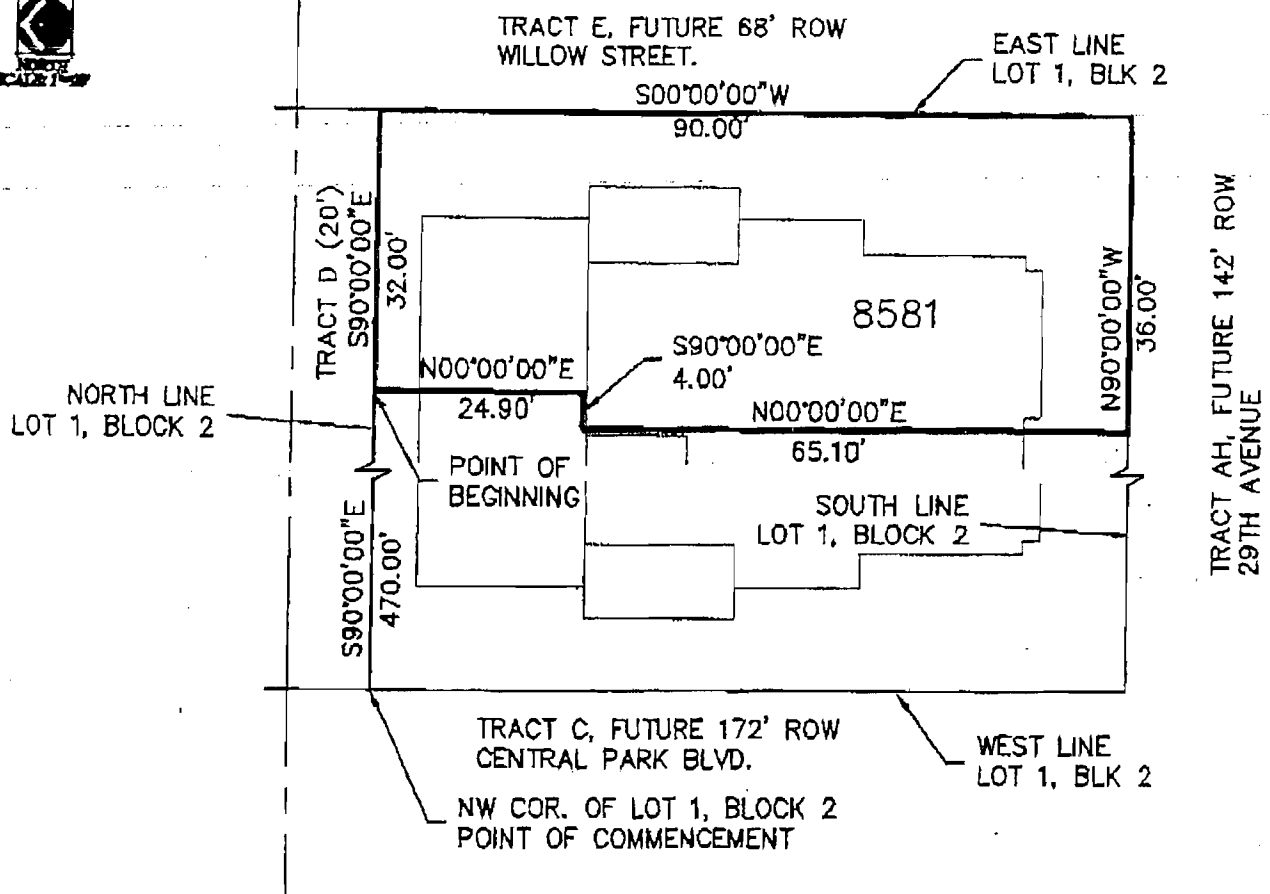
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 THENCE S 90°00'00" E, A DISTANCE OF 32.00 FEET;
 THENCE S 00°00'00" E, A DISTANCE OF 90.00 FEET;
 THENCE N 90°00'00" W, A DISTANCE OF 36.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 65.10 FEET;
 THENCE S 90°00'00" E, A DISTANCE OF 4.00 FEET;
 THENCE N 00°00'00" E, A DISTANCE OF 24.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 3140 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF 29TH AVENUE, STAPLETON FILING NO. 5 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON JANUARY 23, 2003 AT RECEPTION NO. 2003013190, AS BEARING N 90°00'00" W.



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EXHIBIT "B"

Maintenance Chart - Service Area No. 1

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
The interior and structural portions of the Rowhome dwelling		All, including the foundation, and structural components of walls, roofs, decks, balconies, porches, patios, and stoops;	
Exterior windows, window glass, and window screens	Painting and straining of exterior surfaces of the windows and window frames	All, except the painting or staining of exterior surfaces of the window and window frames	
Exterior front and garage doors or door frames	Painting and staining of the exterior surfaces of the front and garage doors and door frames	All, except the painting or staining of the exterior surfaces of the front and garage doors or door frames	
Exterior surfaces of buildings	Any brickwork, siding, trim, stone, shutters, eaves, and fascia (except windows, window glass, window screens, exterior doors, door frames and garage doors)	Windows, window glass, window screens, exterior doors, door frames and garage doors	
Painting and Staining	To include the exterior surfaces of buildings located on the Rowhomes, including the exterior painted surfaces of windows and window frames, doors and door frames, and any siding, shutters, eaves, fascia, gutters, and downspouts;		
Exterior light bulbs	The photocell exterior garage light bulb	All, except the photocell garage light bulb	
Exterior light fixtures	All		

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ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Non-structural roofing materials	All, including shingles and roof decking, but not including trusses, rafters, or other structural components of the roof	Trusses, rafters, or other structural components of the roof	
Gutters and downspouts on the building	All		
Plumbing, Heating and Electrical	All, serving the whole building	Any pipes, lines, wires, conduits, and other apparatus or equipment compromising any portion of the plumbing, heating, electrical, communication (including without limitation, cable television service, telephone service, telephone, and intranet or Internet access), air conditioning, and other utility systems serving only his or her Unit.	
Sanitary Sewer and Water Laterals	All from meter pit to the Rowhome	All, within the Rowhome dwelling	
Landscaping	Landscaping in front yards, alleys, along back private walks and public landscape areas serving the Rowhomes	Landscaping in individual backyards	Master Association maintains all landscaping in common areas and parks
Fencing, Trellises and Retaining Walls	Any fences, trellises and retaining walls serving the Rowhome Neighborhood that were originally installed by the Founder	Any fences, trellises, and retaining walls installed by Rowhome owner	
Mailboxes - Cluster Box Unit			U.S. Postal Service
Mailbox Trellis	All		
Concrete including snow removal	Sidewalks, entries (back and front) and driveways (aprons) serving the Rowhomes		City of Denver maintains the concrete, including snow removal on the streets. The Master Association maintains the concrete, including snow removal in the alleys

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EXHIBIT "C"

Association Maintenance Areas

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Exhibit "C"

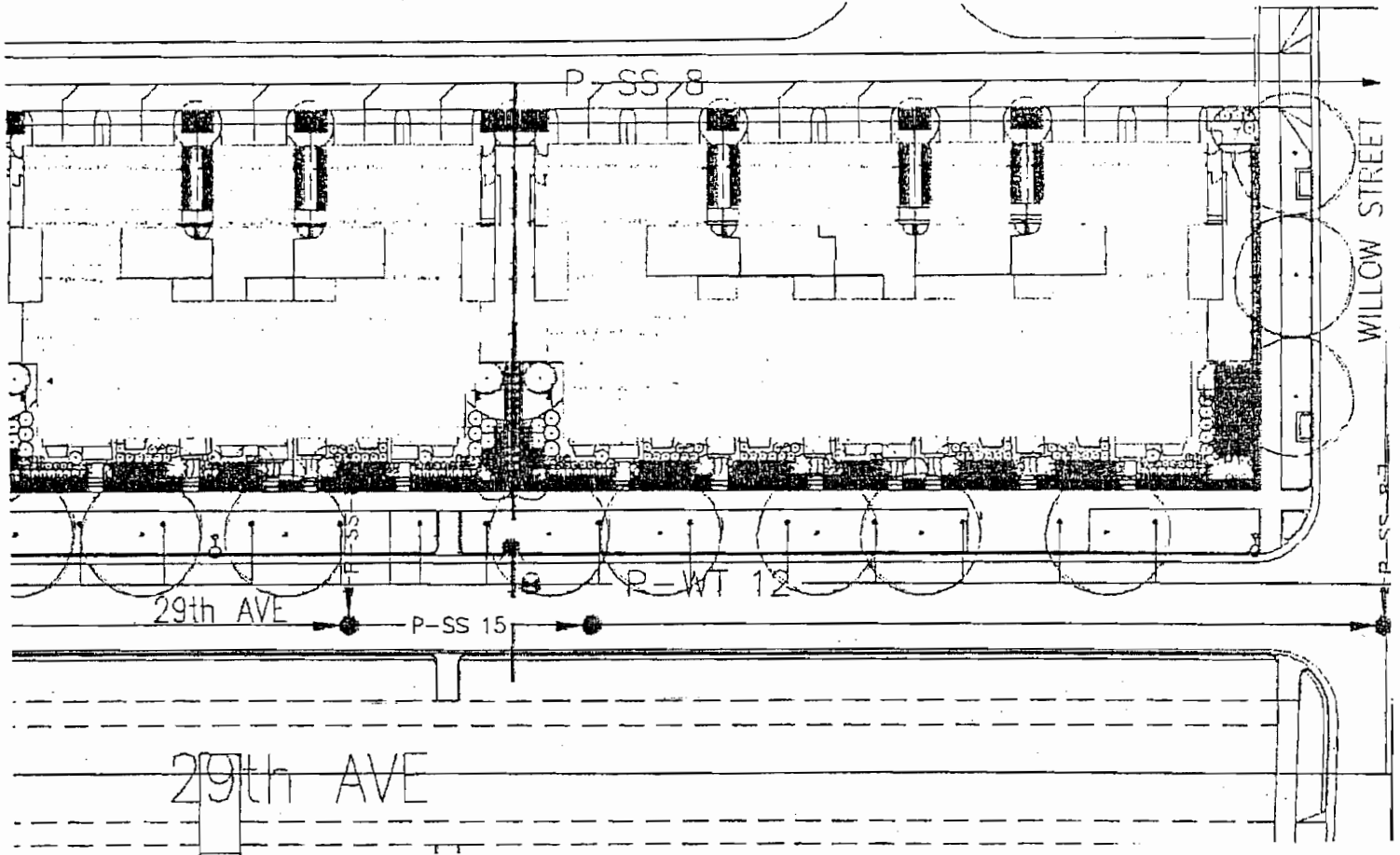


EXHIBIT "D"

Public Landscape Areas

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City & County of Denver SUP

SHEET 4

ALLEY

SHEET 6

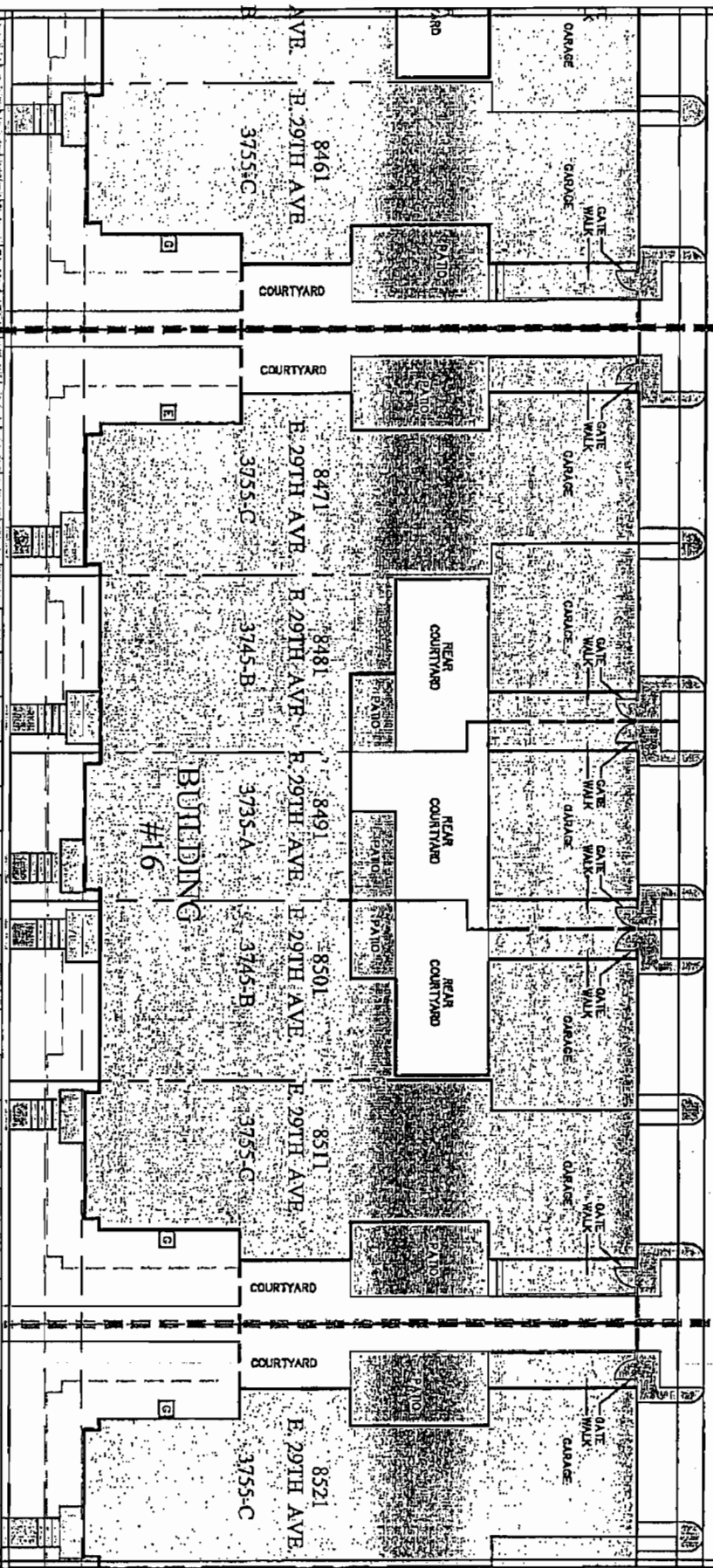


EXHIBIT D
SHEET 5
 9/15/03

**TREE LAWN
 LANDSCAPED
 AREA**

East 29th Avenue



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EXHIBIT D
SHEET 6
9/15/03

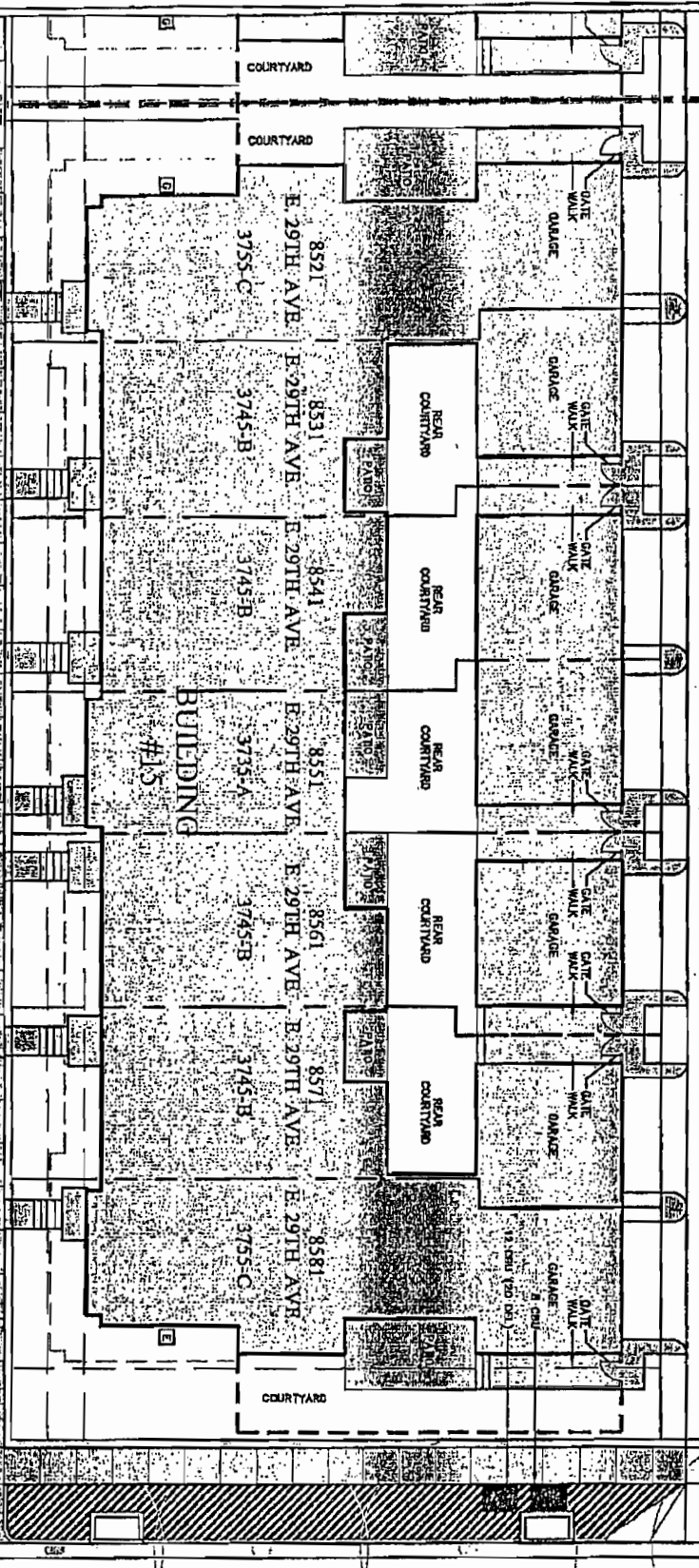


TREE LAWN
LANDSCAPED
AREA

ALBRY

WILLOW STREET

STREET
East 29th Avenue



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