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DAVIDSON
ARAPAHOE COUNTY

AMENDED AND RESTATED

DECLARATION

OF THE

VISTA POINTE TOWNHOMES



TABLE OF CONTENTS

ARTICLE 1 - SUBMISSION/DEFINED TERMS	2
Section 1.1 <u>Submission of Real Estate</u>	2
Section 1.2 <u>Defined Terms</u>	2
ARTICLE 2 - NAMES/DESCRIPTION OF REAL ESTATE	4
Section 2.1 <u>Name and Type</u>	4
Section 2.2 <u>Real Estate</u>	4
Section 2.3 <u>Utility, Map and Plat Easements</u>	4
Section 2.4 <u>Easements for the Executive Board and Unit Owners</u>	4
Section 2.5 <u>Emergency Easements</u>	4
ARTICLE 3 - THE ASSOCIATION	4
Section 3.1 <u>Membership</u>	4
Section 3.2 <u>General Purposes and Powers of the Association</u>	4
Section 3.3 <u>Authority of the Association</u>	5
Section 3.4 <u>Specific Powers</u>	5
Section 3.5 <u>Allocated Interests</u>	5
Section 3.6 <u>Association Agreements</u>	5
Section 3.7 <u>Right to Notice and Comment</u>	6
Section 3.8 <u>Indemnification</u>	6
Section 3.9 <u>Declarant Control</u>	6
ARTICLE 4 - UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	6
Section 4.1 <u>Number of Units</u>	6
Section 4.2 <u>Identification of Units/Unit Descriptions</u>	6
Section 4.3 <u>Unit Maintenance</u>	7
Section 4.4 <u>Unit Boundaries</u>	7
Section 4.5 <u>Association Maintenance</u>	8
Section 4.6 <u>Common Elements</u>	8
Section 4.7 <u>Limited Common Elements</u>	8
Section 4.8 <u>Unit Owners' Easements of Enjoyment</u>	9
Section 4.9 <u>Delegation of Use</u>	10
ARTICLE 5 - COVENANT FOR COMMON EXPENSE ASSESSMENTS	10
Section 5.1 <u>Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments</u>	10
Section 5.2 <u>Apportionment of Common Expenses</u>	10
Section 5.3 <u>Purpose of Assessments</u>	11
Section 5.4 <u>Annual Assessment/Commencement of Common Expense Assessments</u>	11
Section 5.5 <u>Effect of Non-Payment of Assessments</u>	11
Section 5.6 <u>Lien Priority</u>	12
Section 5.7 <u>Working Fund</u>	12

Section 5.8 <u>Owner's Negligence or Misconduct</u>	12
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ARTICLE 6 - RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 6.1 <u>Use/Occupancy</u>	13
Section 6.2 <u>Leasing and Occupancy</u>	13
Section 6.3 <u>Units to be Maintained</u>	14
Section 6.4 <u>Restrictions on Animals and Pets</u>	14
Section 6.5 <u>Antennae</u>	14
Section 6.6 <u>Nuisances</u>	14
Section 6.7 <u>Vehicular Parking, Storage, and Repairs</u>	15
Section 6.8 <u>No Annoying Lights, Sounds or Odors</u>	16
Section 6.9 <u>Restrictions on Clotheslines and Storage</u>	16
Section 6.10 <u>No Hazardous Activities</u>	16
Section 6.11 <u>Compliance with Insurance Requirements</u>	16
Section 6.12 <u>No Unsightliness</u>	16
Section 6.13 <u>Restriction on Signs and Advertising Devices</u>	17
Section 6.14 <u>No Restrictions on Sale of a Unit</u>	17
Section 6.15 <u>No Restrictions on Mortgaging of a Unit</u>	17
Section 6.16 <u>Restrictions on Structural Alterations and Exterior Improvements</u> ..	17
Section 6.17 <u>Plat Restrictions</u>	17
Section 6.18 <u>Rules and Regulations</u>	17
Section 6.19 <u>Declarant's Use</u>	17
Section 6.20 <u>Restriction on Garbage Collection</u>	17

ARTICLE 7 - DEVELOPMENT RIGHTS AND

SPECIAL DECLARANT RIGHTS	18
Section 7.1 <u>Development Rights and Special Declarant Rights</u>	18
Section 7.2 <u>Additional Reserved Rights</u>	19
Section 7.3 <u>Rights Transferrable/Rights Transferred</u>	20
Section 7.4 <u>No Further Authorizations Needed</u>	20
Section 7.5 <u>Amendment of the Declaration or Map</u>	20
Section 7.6 <u>Interpretation</u>	20
Section 7.7 <u>Construction</u>	21
Section 7.8 <u>Termination of Reserved Rights</u>	21
Section 7.9 <u>Additions by Others</u>	21

ARTICLE 8 - INSURANCE/CONDEMNATION

Section 8.1 <u>Insurance Carried</u>	21
Section 8.2 <u>Hazard Insurance on the Units and Common Elements</u>	22
Section 8.3 <u>Liability Insurance</u>	23
Section 8.4 <u>Fidelity Insurance</u>	23
Section 8.5 <u>Worker's Compensation and Employer's Liability Insurance</u>	23
Section 8.6 <u>Officers' and Directors' Personal Liability Insurance</u>	24
Section 8.7 <u>Other Insurance</u>	24
Section 8.8 <u>Insurance Premium</u>	24

Section 8.9	<u>Managing Agent Insurance</u>	24
Section 8.10	<u>Waiver of Claims Against Association</u>	24
Section 8.11	<u>Annual Insurance Review</u>	24
Section 8.12	<u>Adjustments by the Association</u>	24
Section 8.13	<u>Duty to Repair</u>	24
Section 8.14	<u>Condemnation and Hazard Insurance Allocations and Distributions</u>	25
 ARTICLE 9 - SPECIAL RIGHTS OF HOLDERS OF		
FIRST LIEN SECURITY INTERESTS		25
Section 9.1	<u>General Provisions</u>	25
Section 9.2	<u>Special Rights</u>	25
Section 9.3	<u>Special Approvals</u>	26
Section 9.4	<u>Right to Pay Taxes and Insurance Premiums</u>	26
 ARTICLE 10 - GENERAL PROVISIONS		
Section 10.1	<u>Enforcement</u>	26
Section 10.2	<u>Severability</u>	27
Section 10.3	<u>Term of Declaration</u>	27
Section 10.4	<u>Amendment of Declaration, Map or Plat by Declarant</u>	27
Section 10.5	<u>Amendment of Declaration by Unit Owners</u>	27
Section 10.6	<u>Amendment Required by Mortgage Agencies</u>	27
Section 10.7	<u>Required Consent of Declarant to Amendment</u>	28
Section 10.8	<u>Interpretation</u>	28
Section 10.9	<u>Singular Includes the Plural</u>	28
Section 10.10	<u>Captions</u>	28
 ASSOCIATION CONSENT		29
 EXHIBIT A - <u>DESCRIPTION OF REAL ESTATE</u>		30
 EXHIBIT B - <u>INITIAL UNITS</u>		32
 EXHIBIT C - <u>PROPERTIES WHICH MAY BE ADDED TO THE DECLARATION</u>		33

*AMENDED AND RESTATED**DECLARATION**OF THE**VISTA POINTE TOWNHOMES*

THIS DECLARATION is made on the date hereinafter set forth by Dry Creek South, LLC, a Delaware limited liability company, whose address is 2696 S. Colorado Boulevard, Suite 430, Denver, Colorado 80222 ("Declarant").

RECITALS:

A. Declarant has executed that certain Declaration of the Vista Pointe Townhomes ("Original Declaration"), which Original Declaration was recorded April 2, 1997, at Reception No. A7037756 of the records of the Office of the Clerk and Recorder of the County of Arapahoe, Colorado.

B. The Original Declaration provides amendment, enlargement, expansion and other reserved rights of the Declarant.

C. Declarant is the owner of all of the real estate subject to the Original Declaration.

D. Declarant desires to amend and restate the Original Declaration as set forth below.

E. Declarant is the owner of the real estate described in Exhibit A attached hereto and by reference made a part hereof.

F. Declarant desires to create a Condominium Community on the real estate described in Exhibit A under the name of the "Vista Pointe Townhomes," in which portions of the real estate described in Exhibit A will be designated for separate ownership and uses of a residential nature, and in which portions of the real estate described in Exhibit A will be designated for co-ownership by the Unit Owners

G. Declarant has caused the "Vista Pointe Townhome Association, Inc.," a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners' association, for the purpose of exercising the functions as herein set forth.

ARTICLE 1

SUBMISSION/DEFINED TERMS

Section 1.1 Submission of Real Estate The Declarant hereby submits the real estate described in Exhibit A, and such additional real estate as may be subsequently added, pursuant to the expansion rights reserved in this Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Real Estate"), to the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the "Act") and to the terms and conditions of this Declaration. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Declarant hereby declares that all of the Real Estate described in Exhibit A, and as added by expansion, shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Real Estate, that this Declaration shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Unit Owner thereof.

Section 1.2 Defined Terms. Each capitalized term in this Declaration or in the map shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration:

(a) Act means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

(b) Assessment shall include all Common Expense assessments, insurance assessments, utility assessments, and any other expense levied to Unit pursuant to this Declaration or the Act.

(c) Association means the Vista Pointe Townhome Association, Inc., a Colorado nonprofit corporation.

(d) Common Elements means the Real Estate within this Condominium Community other than the Units, which portion of the Real Estate shall be co-owned by the Owners and administered by the Association, subject to easements and terms and conditions of record. Common Elements shall be as designated in a recorded grant of easement, in the map or in this Declaration.

(e) Common Expense shall mean any expenditure made a liability received by or on behalf of the Association, together with any allocations to reserves.

(f) Common Expense Assessment(s) shall include late charges, attorneys' fees, fines and interest charged by the Association.

(g) Community shall mean and refer to the Condominium Community of the Vista Pointe Townhomes, which Condominium Community is a Condominium Community as defined in the Act and which Condominium Community is also a Common Interest Community as defined in the Act.

(h) Declarant means the Declarant named in this Declaration, and any successor and/or assignee designated by written notice or assignment executed by the Declarant designated in this Declaration and executed by the transferee and recorded, to the extent any rights or powers reserved to Declarant are transferred or assigned to that party.

(i) Development Special Declarant Rights means those rights set forth in this Declaration and those rights set forth in the Act.

(j) Eligible Holder means a holder, insurer or guarantor of a first lien Security Interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a Security Interest

(k) Executive Board, Board or Board of Directors means the body, regardless of name, designated in this Declaration to act on behalf of the Association.

(l) Governing Documents means this Declaration, the plat and map, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Association, as all of the foregoing may be amended from time to time.

(m) Improvement(s) means structures installed within or upon a Unit.

(n) Limited Common Elements means those portions of the Common Elements, if any, designated by Declarant or the Association for the exclusive use of one or more but fewer than all of the Units, including any decks or storage areas.

(o) Real Estate means the property described in Exhibit A, and such additional property as may be subsequently added, pursuant to the expansion rights reserved in this Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon. All easements and licenses which the Community is subject to as of the date of this Declaration are recited in Exhibit A.

(p) Unit means a physical portion of the Community, designated for separate ownership, shown as a Unit on the recorded map for the Community, the boundaries of which are defined in the map and in Article 4 of this Declaration

(q) Unit Owner or Owner means the Declarant, or any other person or entity that owns a Unit.

ARTICLE 2

NAMES/DESCRIPTION OF REAL ESTATE

Section 2.1 Name and Type. The type of Common Interest Community is a Condominium Community. The name of the Condominium Community is the "Vista Pointe Townhomes." The name of the Association is the "Vista Pointe Townhome Association, Inc."

Section 2.2 Real Estate. The Condominium Community is located Arapahoe County, State of Colorado. The initial Real Estate of the Condominium Community is described in Exhibit A. All easements and licenses to which the Condominium Community is presently subject are recited in Exhibit A. Additional easements are established in the Act. The Condominium Community may be subject to other easements or licenses granted pursuant to this Declaration, or granted by authority reserved in any recorded document or established in the Act.

Section 2.3 Utility, Map and Plat Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat and on the recorded map of the Condominium Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.4 Easements for the Executive Board and Unit Owners. Each Unit shall be subject to an easement in favor of the Executive Board (including its agents, employees and contractors) and to each Unit Owner to allow for their performance of obligations in this Declaration. On exercising this easement right, the party exercising the right shall be responsible for any resulting damages, and a lien therefore is authorized and established against that party's property, pursuant to this Declaration.

Section 2.5 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Condominium Community, to enter upon any part of the Condominium Community in the performance of their duties.

ARTICLE 3

THE ASSOCIATION

Section 3.1 Membership. Every person who is a record Unit Owner of a fee interest in any Unit which is subject to this Declaration shall be a member of the Association, including contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for such membership. Where more than one person holds an interest in any Unit, all such persons shall be members.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Executive Board, shall perform functions and manage the Condominium Community as provided in this Declaration so as to protect the value and desirability of the Condominium

Community and the Units and to further the interests of the residents, occupants, tenants and guests of the Condominium Community and members of the Association. Any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Condominium Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the map, its Articles of Incorporation and Bylaws, and any rules and regulations adopted by the Executive Board. The Executive Board may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility.

Section 3.4 Specific Powers. The Association shall have the powers, authority and duties as follows and as necessary and proper to manage the business and affairs of the Condominium Community. The Association shall have all of the powers, authority and duties permitted or set forth in the Act. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of the Unit Owners of Units to which at least a majority of the votes in the Association at a meeting called for that purpose.

Section 3.5 Allocated Interests. The ownership interest, Common Expense liability and votes in the Association allocated to each Unit are set as follows:

- (a) the percentage of ownership of the Common Elements, equally;
- (b) the percentage of liability for Common Expenses, equally;
- (c) the number of votes in the Association, equally.

If any Unit is increased in size or reduced in size, the basis for allocating the above interests may be changed to the square footage of each Unit. If Units of the same size are added to or withdrawn from the Condominium Community, pursuant to the provisions of this Declaration and the Act, the formulas set forth above shall be used to reallocate the Allocated Interests.

Section 3.6 Association Agreements. Any agreement for professional management of the Condominium Community or any contract providing for services of the Declarant, may not exceed one year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written notice. The Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into during the declarant control period unless the Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after the turnover date upon not more than thirty (30) days' notice to the other party thereto.

Section 3.7 Right to Notice and Comment. Pursuant to C.R.S. § 38-33.3-205(1)(o), whenever the Governing Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Further, any Unit Owner may give "Notice and Comment" to the Unit Owners of any matter affecting the Condominium Community, and Unit Owners shall then have the right to comment, orally or in writing, on the matter. Notice shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or notice shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The Notice shall invite comment to the Executive Board or a Unit Owner, orally or in writing before the scheduled time of any meeting.

Section 3.8 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and are hereby indemnified by the Unit Owners and the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

Section 3.9 Declarant Control. The Declarant shall have the reserved power, pursuant to Section 303(5) of the Act, to appoint and remove officers and members of the Executive Board.

ARTICLE 4

UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units. The number of Units initially included in the Condominium Community is four (4). The initial Units are described in Exhibit B and in a condominium map filed in conjunction with this Declaration. The Declarant reserves the right to create and add additional Units up to a total of seventy-five (75) or the maximum number of Units for the properties subject to this Declaration as allowed by any governmental entity having jurisdiction.

Section 4.2 Identification of Units/Unit Descriptions. The identification of each Unit is shown on the map. Every contract for sale, deed, lease, Security Interest, will or other legal instrument shall legally describe a Unit by its identifying lot number, followed by the name of the Community, with reference to the map and the Declaration. An illustrative description is as follows:

Unit 4001, Building 1, Vista Pointe Townhomes, in accordance with the recorded map and Declaration, Arapahoe County, Colorado.

Reference to the Declaration and map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration and map, without specific references thereto.

Section 4.3 Unit Maintenance. Unit Owners are responsible for the maintenance, repair and replacement of the Improvements and properties located within their Unit boundaries which is not specifically the obligation of the Association to maintain, replace and keep in good repair. Unit Owners shall provide for all interior maintenance, repair and replacement of all Improvements constructed in a Unit

Section 4.4 Unit Boundaries.

(a) The following are designated as boundaries of each Unit, as defined below and as depicted on the map:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceilings, extended to an intersection with the vertical perimeter boundaries. Space above ceilings to which access is needed for repair and maintenance of the Unit and Common Elements above the Unit are Limited Common Elements to the Unit.

(ii) Lower Boundaries. The horizontal plane of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.

(iii) Vertical Perimeter Boundaries. The planes defined by the interior unfinished surface of all perimeter walls, the exterior unfinished surface of doors to the Common Elements, the exterior surface of closed exterior windows and doors, areas depicted on the map as a deck or patio area of a Unit, and the vertical planes indicated by boundary lines as shown on the plat or map.

(b) Inclusions. Each Unit includes the spaces and improvements lying within the boundaries described above, including decks or patio areas to Units, as depicted on the map. Each Unit also includes the spaces and improvements containing utility meters water heating facilities, all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively, the surface of these items being the boundaries of that Unit, whether or not the spaces are contiguous.

(c) Exclusions. Except when specifically included by other provisions of this Declaration or by the map, the following are excluded from each Unit: the spaces and improvements lying outside the boundaries described above, air conditioners and heating systems, thresholds, exterior lighting and all chutes, pipes, flues, ducts, wires, conduits,

skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and other service to other Units and the Common Elements.

(d) Noncontiguous Portions. Certain Units may include special portions or pieces of equipment, such as air conditioning compressors, utility meters, meter boxes, utility connection structures, air or gas pump and storage facilities and storage portions, which are situated in buildings or structures that are detached from the Unit. Such special equipment or storage portions are a part of the Unit, notwithstanding their non-contiguity with the principal portions. Each Unit includes the spaces and improvements lying within the boundaries described above, and also includes the utilities and utility meters and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively, whether or not in the boundaries or contiguous to the Unit, unless the same are maintained by a governmental agency or entity. The Common Elements are excluded from each Unit and any utilities or other facilities running through or within any Unit for the purpose of furnishing utility and other service to other Units and/or the Common Elements are also excluded.

Section 4.5 Association Maintenance. The Executive Board of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities. The Association shall be responsible for: the improvement, maintenance, repair, upkeep and reconstruction, and replacement of the Common Elements; the improvement, maintenance, repair, upkeep, reconstruction, replacement and operation of the main water and sewer lines as serve more than one Unit; for the payment of expenses which may be incurred by virtue of prior easements or covenants, specifically including the Grant of Non-Exclusive Recreational Easement to the Vista Pointe Townhome Association, Inc.; for the payment of expenses which may be incurred by virtue of maintenance, repair or replacement as set forth on the recorded plat and final development plan, agreement with or requirement of any local governmental authority, Arapahoe County or other government authorities and for operational expenses of the Association.

Section 4.6 Common Elements. The real estate described in the initial maps in the Grant of Non-Exclusive Recreational Easement to the Vista Pointe Townhome Association, Inc. and in this Declaration are the initial Common Elements. Portions of any Common Elements may be designated as a part of a Unit or as a Limited Common Element to a Unit. Portions of Units may become Common Elements or Limited Common Elements, pursuant to rights reserved elsewhere in this Declaration.

Section 4.7 Limited Common Elements. In the event a Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, those Common Expenses may be assessed equally against the Units to which the Limited Common Element is assigned. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit,

the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one (1) Unit is a Limited Common Element to those Units and any portion serving only the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and exterior doors and windows or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Stoops, steps and walls above door openings at the entrances, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Walks, fences, walls and hedges which jointly serve or lie within the boundary plane of more than one (1) Unit or within the boundary plane of a Unit and the Common Elements shall be considered Limited Common Elements appurtenant to the Units enclosed or served.

(e) Utility areas, the use of which is limited to a Unit or Units.

(f) The Declarant reserves, through seven (7) years after the recording of this Declaration, the right to allocate areas as Common Elements, and further, to allocate areas which constitute a part of any Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which those specified areas shall become appurtenant. The Declarant may allocate or assign Common Elements or Limited Common Element areas (i) by making such an allocation in a recorded instrument, or (ii) in the deed to the Unit to which such Limited Common Element shall be appurtenant, or (iii) by recording an appropriate amendment or supplement to this Declaration or (iv) by recording a supplement to the map. Such allocations by the Declarant may be made as a matter of reserved right by the Declarant.

Section 4.8 Unit Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement access to their Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) Terms, conditions, easements and restrictions of record.

(b) The right of the Association to promulgate and publish rules and regulations which each Unit Owner and their guests shall strictly comply with.

(c) The right of the Association to suspend the voting rights and rights to use the Common Elements by a Unit Owner for any period during which any assessment against their Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act.

(e) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

(f) The Development and Special Declarant Rights of the Declarant reserved in this Declaration.

Section 4.9 Delegation of Use. Any Unit Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Unit.

ARTICLE 5

COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance assessments (assessed in proportion to risk); utility assessments (assessed in proportion to usage), trash removal assessments (assessed in proportion to usage), and such other assessments as imposed by the Association. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner of such Unit at the time when the assessment or other charges became or fell due. The Association annual Common Expense Assessments and such other assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such assessment or charge is made. If any assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Unit Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

Section 5.2 Apportionment of Common Expenses. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with formula for liability for the Common Expenses as set forth in this Declaration.

Section 5.3 Purpose of Assessments The assessments levied by the Association through its Executive Board shall be used exclusively for the purposes of promoting the health, safety, and welfare of the residents and guests of the Condominium Community and the members of the Association and for paying sums due from the Association to the Owners Association of the Bella Vista Villas, Inc., with regard to the recreational amenities to which the Association and its members have easement rights pursuant to Grant of Non-Exclusive Recreational Easement to the Vista Pointe Townhome Association, Inc.

Section 5.4 Annual Assessment/Commencement of Common Expense Assessments The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year, including the payment of sums due the Owners Association of the Bella Vista Villas, Inc. The budget for the Association shall be submitted to the Unit Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget for the Association may be vetoed by votes of Owners representing a majority of the votes in the Association. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Executive Board. Common Expense Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs. The budget for the recreational amenities shall be solely administered by the Owners Association of the Bella Vista Villas, Inc., and shall be subject to ratification or rejection by vote or action taken solely by the Executive Board of the Association (as provided for in the Grant of Non-Exclusive Recreational Easement to the Vista Pointe Townhome Association, Inc.) The omission or failure of the Executive Board to levy assessments for any period shall not be deemed a waiver, modification or a release of the Unit Owners from their obligation to pay.

Section 5.5 Effect of Non-Payment of Assessments Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Executive Board, shall bear interest at the rate established by the Executive Board, on a per annum basis from the due date, and the Association may assess a reasonable late charge thereon as determined by the Executive Board. Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Unit Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. Further, the Association may bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Unit Owner's Unit. An action at law or in equity by the Association against a Unit Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and

to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any assessment lien, and a Unit Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Unit Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien Security Interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 5.6 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.7 Working Fund. The Association or Declarant may require the first Unit Owner of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-sixth (1/6) of the annual Common Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the initial sale by Declarant of each Unit, as aforesaid, and shall be for the use and benefit of the Association. Such payment shall not relieve a Unit Owner from making regular payments of assessments as the same become due. Upon the transfer of their Unit, a Unit Owner shall be entitled to a credit from their transferee for any unused portion of the aforesaid working fund. This account may be updated annually by the Association, and notice shall be given to all Unit Owners whose individual account does not equal one-sixth (1/6) of the current annual assessment. Payment of any shortage shall be due with the next regular assessment payment, following written notice.

Section 5.8 Owner's Negligence or Misconduct. In the event that the need for maintenance, repair, or replacement of the Common Elements, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, or the Owner's agents, employees, guests, customers, or invitees, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of such expenses, costs, and fees, then the failure to so repay shall be a default by the Owner under the provisions of this Section 5.1, such expenses, costs,

and fees shall automatically become a default assessment determined and levied against such Unit, and the Association may proceed in accordance with the applicable provisions of Article 5 hereof.

ARTICLE 6

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

All Real Estate within the Condominium Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Executive Board or by an appropriate committee (subject to review by the Executive Board) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or must be contained in written guidelines or rules. The following use restrictions are also subject to the Development Rights and Special Declarant Rights reserved by the Declarant.

Section 6.1 Use/Occupancy. No Unit within the Condominium Community shall be used for any purpose other than as allowed by the local zoning codes. No Improvements located upon a Unit shall be occupied in any manner at any time prior to being fully completed in accordance with approved plans, nor shall any Improvements, when completed, be in any manner occupied until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth. Units shall not be used for any purpose other than a residential dwelling and commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the as a first class residential Condominium Community, as reasonably determined by the Executive Board of the Association, are prohibited, unless approved by the Declarant or the Association, and allowed pursuant to restrictions of record and by local zoning ordinances and regulations.

Section 6.2 Leasing and Occupancy. Any Unit Owner shall have the right to lease or allow occupancy of a the Improvements on a Unit upon such terms and conditions as the Unit Owner may deem advisable, subject to restrictions of record and the following. Any lease or rental agreement (of over thirty (30) days) shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Bylaws of the Association, the Articles of Incorporation and the rules and regulations of the Association. All leases and rental agreements of Units shall state that the failure of the tenant, renter or guest to comply with the terms of the Declaration or Bylaws of the Association, Articles of Incorporation or the rules and regulations of the Association shall constitute a default of the lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them. All occupants of a Unit shall be subject to the right of the Association to remove and/or evict the occupant for failure of the occupant to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the rules and regulations of the Association. Except as restricted in this Declaration, and such Rules and Regulations as the Association may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.

Section 6.3 Units to be Maintained. Unit Owners are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries. Each Unit at all times shall be kept in a clean, sightly, and wholesome condition. No bicycles, kayaks, sport or recreational equipment, trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any street. The Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

Section 6.4 Restrictions on Animals and Pets. Pets, including cats, dogs, birds, reptiles, or other animals, hereinafter for brevity termed "animal," shall not be kept, maintained or harbored in the Condominium Community unless the animal in each instance is expressly permitted in writing by the Managing Agent or if there is no Managing Agent, then by the Executive Board of the Association. Where such written permission is granted, such permission is revocable if the animal becomes obnoxious to other Owners or occupants, in which event the Unit Owner or person having control of the animal shall be given a written notice to correct the problem or, if not corrected, the Unit Owner upon written notice will be required to remove the animal from the Condominium Community. The written notices provided for herein shall be issued by the authorized representative of the Association or, if there is no authorized representative then by one or more of the members of the Executive Board of the Association. Animals may not be kept for any commercial purposes. Unit Owners shall hold the Association harmless from any claim resulting from any action of their animals. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Section 6.5 Antennae. No exterior television or other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type exceeding one (1) meter shall be erected, installed or maintained on any Unit. Immediately upon installation of any antennae or dish, the Unit Owner shall: (a) register the installation with the Design Review Committee by providing the committee with the brand of antennae or dish and a map showing the location; (b) the satellite antenna must be installed in a location which has the lowest visibility to others to the extent that the signal is not impaired; (c) the satellite antenna must be painted to blend with its surroundings; (d) the installation must include adequate screening (fencing, shrubbery, etc.) as is deemed appropriate by the Design Review Committee to adequately screen the satellite antenna from neighboring Units to the extent such screening does not impair the signal; (e) if attached to a mast, the mast may not exceed twelve feet (12') above the roofline; (f) the installation of the satellite antenna must comply with any zoning requirements and building codes, if applicable, as well as all manufacturer's installation directives, with evidence of such compliance to be provided to the Design Review Committee.

Section 6.6 Nuisances. No nuisance shall be permitted within the Condominium Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Unit Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Condominium Community by Unit Owners. Further, no immoral, improper, offensive or unlawful use shall be permitted within the Condominium

Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Community or a portion thereof shall be observed. As used herein, the term nuisance shall not include any activities of Declarant or its assignees which are reasonably necessary to the development and construction of Improvements within this Condominium Community; provided, however, that such activities shall not reasonably interfere with any Unit Owner's use and enjoyment of their Unit, or any Unit Owner's ingress and egress to or from their Unit and a public way.

Section 6.7 Vehicular Parking, Storage, and Repairs

(a) The following vehicles may not be parked or stored within the Community, unless such parking or storage is within a garage of the Improvements on a Unit, or unless authorized in writing by the Executive Board of the Association: oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. Any such oversized vehicle may be parked as a temporary expedience for loading, delivery of goods or services, or emergency. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any Improvement located thereon.

(b) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Unit or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Executive Board of the Association; provided, however, that otherwise permitted vehicles parked by Unit Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Unit Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

(c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of the garages.

(d) Garages, carports, and designated parking spaces (designated as either a part of a Unit, a Limited Common Element or as a part of Common Elements) are restricted to use for access (where appropriate) or as a parking space for vehicles.

(e) The conversion or alteration of garages into living areas, storage areas, workshop areas, or any other modification or alteration of the garages, which would

hinder, preclude or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited.

(f) Each Owner shall keep any garage door of their Residence closed as frequently as possible, such that the visual effect of open garage doors are avoided and the contents therein are concealed from view from other Residences and the streets, all for the purpose of preserving the value and appearance of the Community.

Section 6.8 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Condominium Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Condominium Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Condominium Community except with the prior written approval of the Executive Board.

Section 6.9 Restrictions on Clotheslines and Storage. No clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in the Condominium Community unless the same, in each instance, is expressly permitted in writing by the Managing Agent or if there is no Managing Agent, then by the Executive Board of the Association. Where such written permission is granted, such permission is revocable if the item or condition becomes obnoxious to other Owners, in which event the Unit Owner or person having the item or condition complained of shall be given a written notice to correct the problem or, if not corrected, the Unit Owner upon written notice will be required to remove the item/condition from their Unit and from the Condominium Community. The written notices provided for herein shall be issued by the Managing Agent as the authorized representative of the Association or, if there is no Managing Agent, then by one (1) or more of the members of the Executive Board of the Association. Unit Owners shall deem to hold the Association harmless from any claim resulting from any clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas maintained on their Unit.

Section 6.10 No Hazardous Activities. No activity shall be conducted on any portion of the Condominium Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Condominium Community and no open fires shall be lighted or permitted on any portion of the Condominium Community.

Section 6.11 Compliance with Insurance Requirements. Except as may be approved in writing by the Executive Board, nothing shall be done or kept on the Condominium Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained or financially supported by the Association.

Section 6.12 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.

Section 6.13 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Condominium Community except such sign or signs as may be approved in writing by the Executive Board.

Section 6.14 No Restrictions on Sale of a Unit. The right of a Unit Owner to sell, transfer or otherwise convey their Unit shall not be subject to any right of first refusal or similar restriction and such Unit may be sold free of any such restrictions.

Section 6.15 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Unit Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 6.16 Restrictions on Structural Alterations and Exterior Improvements. No structural alterations to any Unit or any Common or Limited Common Elements shall be done by any Owner, without the prior written approval of the Association. No Improvement to the exterior of a building which includes a Unit or to the Common Elements or to any landscaping shall be constructed, erected, placed or installed within the Common Interest Community, unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Executive Board.

Section 6.17 Plat Restrictions. The restrictions included on the plat for the Real Estate are incorporated herein by this reference.

Section 6.18 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, rules and regulations concerning and governing the Condominium Community or any portion thereof may be adopted, amended, or repealed from time to time by the Executive Board, or its successors and assigns. The Executive Board may establish and enforce penalties for the infraction thereof.

Section 6.19 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, its assigns, employees and agents, to perform such reasonable activities, and to maintain upon portions of the Condominium Community such facilities as deemed reasonably necessary or incidental to the construction and sale of Units in the development of the Condominium Community, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

Section 6.20 Restriction on Garbage Collection. If garbage collection is a service of the Association to the Units in the Community, no Owner shall have the right to engage or contract for garbage removal from their Unit, on a weekly basis, other than through the service provided by the Association. Further, the Association, without providing garbage collection, may restrict the days of the week any Owner may receive or any contractor may provide garbage, trash or recycling collection services in the Common Interest Community.

ARTICLE 7

DEVELOPMENT RIGHTS AND
SPECIAL DECLARANT RIGHTS

Section 7.1 Development Rights and Special Declarant Rights. The Declarant reserves, through the maximum period of time allowed by law, but in all events, not less than seven (7) years after the recording of this Declaration, the following Development Rights and Special Declarant Rights:

- (a) the right to redesignate uses, to relocate boundaries between adjoining Units, enlarge Units, enlarge the Common Elements, reduce or diminish the size of Units, reduce or diminish the size of areas of the Common Elements, subdivide Units or complete or make improvements, as the same may be indicated on maps or plats filed of record or filed with the Declaration;
- (b) the right to create or construct additional Units, Common Elements and Limited Common Elements, to subdivide Units and to convert Units into Common Elements or to convert Common Elements into Units;
- (c) the right to add Units and to subject all or any part of the property described in Exhibit C attached hereto and hereby incorporated by reference and additional unspecified real estate to the provisions of this Declaration upon the substantial completion of improvements on any portion of that property;
- (d) the right to amend the use restrictions included in this Declaration, together with the right to add new use restrictions;
- (e) the right to withdraw all or any part of the Real Estate from the Community;
- (f) the right to make amendments to the Declaration or other Governing Documents to meet or comply with any requirements of FHA or VA;
- (g) the right to exercise any development rights reserved or allowed in the Act;
- (h) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary;
- (i) the right to make the Condominium Community subject to a master association and master declaration;
- (j) the right to merge or consolidate the Condominium Community with another Condominium Community;

(k) the right to appoint or remove any officer of the Association or any Director during the Declarant Control period;

(l) the right to exercise any additional reserve right created by any other provision of this Declaration;

(m) the right to amend the Declaration in connection with the exercise of any development right; and

(n) the right to amend the maps or plat in connection with the exercise of any development right.

As to the properties described in Exhibit C, Declarant makes no assurances concerning the construction, building types, architectural style and/or size of Units as may be created; provided, however, that the quality of construction will be consistent with the improvements constructed on the property described in Exhibit A.

Subsequent to the initial real estate and improvements made subject to this Declaration, any additional buildings, structures and types of improvements to be placed on the Real Estate or any part thereof may be of such quality and type as the persons developing the same may determine, and those improvements need not be of the same quality or type as the Improvements previously constructed on the Real Estate, nor of the same size, style or configuration. The improvements may be located anywhere in the Common Elements of the Condominium Community, the same being reserved for future development, or on the additional Real Estate as may be added or as shown on the map.

Section 7.2 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) Sales. The right to maintain sales offices, management offices and models in Units or on the Common Elements.

(b) Signs. The right to maintain signs and advertising on the Condominium Community to advertise the Condominium Community or other communities developed or managed by, or affiliated with, the Declarant.

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

(d) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Common Elements, which may or may not be a part of the Condominium Community.

(e) Construction Easement. Declarant and its assignees expressly reserve the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs and the right of access thereto, until completion. All work may be performed without the consent or approval of any Unit Owner or holder of a Security Interest. Declarant and its assignees have such an easement through the Common Elements as may be reasonably necessary for exercising reserved rights in this Declaration such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate.

(f) Access Easement. Declarant, and its successors and assigns, shall have an access easement to and from and real property accessible through the Condominium Community.

(g) Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 7.3 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of Arapahoe County. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Unit Owners or any holders of a Security Interest in a Unit. Any rights created or reserved under this Article or the Act for the benefit of Declarant may also be transferred to the Association by an instrument describing the rights transferred recorded in the real property records of Arapahoe County. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised by the Association in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) with the consent of the appropriate Unit Owner(s) or any holders of a Security Interests on the Unit(s).

Section 7.4 No Further Authorizations Needed. The consent of Unit Owners or holders of Security Interests shall not be required for exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Condominium Community beyond the number of Units initially submitted.

Section 7.5 Amendment of the Declaration or Map. If Declarant or its assignees elect to exercise any reserved rights, that party shall comply with the Act.

Section 7.6 Interpretation. Recording of amendments to the Declaration and the map or plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically (a) vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to their Unit, and (b) vest in each existing Security Interest a perfected security interest in the reallocated Allocated Interests

appurtenant to the encumbered Unit. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Condominium Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Condominium Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration map. Reference to the Declaration and map in any instrument shall be deemed to include all Amendments to the Declaration, and the map without specific reference thereto.

Section 7.7 Construction. Subsequent to the initial Real Estate and improvements made subject to this Declaration, any additional buildings, structures and types of improvements to be placed on the Real Estate or any part thereof may be of such quality and type as the persons developing the same may determine, and those improvements need not be of the same quality or type as the Improvements previously constructed on the Real Estate, nor of the same size, style or configuration. The improvements may be located anywhere in the Common Elements of the Condominium Community, the same being reserved for future development, or on the additional Real Estate as may be added or as shown on the map.

Section 7.8 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth above or in the Act, unless (i) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion rights by Declarant, (ii) extended as allowed by law or, (iii) terminated by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of Arapahoe County, Colorado.

Section 7.9 Additions by Others. Additions of Units to the Condominium Community may be made by others than the Declarant, or its successors and assigns or Owners, upon approval of the Association pursuant to a vote of a majority of a quorum of its members and upon approval of two-thirds (2/3) of the Eligible Holders of first lien Security Interests. Such approval by the members and Eligible Holders of first lien Security Interests shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Declaration, both recorded in records of the Arapahoe County Clerk and Recorder.

ARTICLE 8

INSURANCE/CONDEMNATION

Section 8.1 Insurance Carried. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein and as set forth in the Act, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado commencing not later than the time of the first conveyance of a Unit to a person other than Declarant, or the first occupancy of a Unit. The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Unit Owner and shall provide that such policies may not be cancelled or modified without at least thirty (30) days' prior written notice to all of the Unit Owners, holders of first lien Security Interests and the Association

(b) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien Security Interests at least ten (10) days prior to the expiration of the then-current policies.

(c) All liability insurance shall be carried in blanket form, naming the Association, the Board, the manager or managing agent, if any, the officers of the Association, the Declarant, holders of first lien Security Interests, their successors and assigns and Unit Owners as insureds.

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

(e) Unit Owners may carry and are advised to carry other insurance on the Improvements and personal property in their Unit for their benefit and at their expenses, provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such insurance carried by Unit Owners and provided, further, that the policies of insurance carried by the Association shall be primary, even if a Unit Owner has other insurance that covers the same loss or losses as covered by policies of the Association. In this regard, Declarant discloses that the Association's insurance coverage, as specified hereunder and under the Act, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

(f) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Unit Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Unit Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Unit Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 8.2 Hazard Insurance on the Units and Common Elements. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty

to the improvements, installed or made to Units and to the Common Elements and the other property of the Association. Insurance obtained on the Units is not required to include improvements and betterments installed by Unit Owners. If coverage purchased by the Association includes improvements and betterments installed by Unit Owners, the cost thereof shall be assessed to each Unit in proportion to risk. All blanket hazard insurance policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien Security Interests, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien Security Interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Arapahoe County. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement, (b) a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, (e) an increased cost of construction endorsement, and/or (f) any special PUD endorsements.

Section 8.3 Liability Insurance. The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Units and the Common Elements, including structural coverage of the Units, in such limits as the Board may determine from time to time, but not in any amount less than One Million Dollars (\$1,000,000.00) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Condominium Community. All liability insurance shall name the Association as the insured. If there are steam boilers in operation on the Condominium Community, or if the Community has central heating or cooling, there must be in force boiler explosion and machinery coverage insurance providing for not less than One Million Dollars (\$1,000,000.00) per accident, per location. Additionally, for such times, if any, as the Declarant has the reserved development right to expand the Community by adding additional Units, the Declarant shall purchase, at Declarant's expense, an additional general liability insurance policy for the benefit of the Association, existing Unit Owners and existing holders of first lien Security Interests.

Section 8.4 Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of Declarant or any officer, director, agent or employee of any independent, professional manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 8.5 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar

insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 8.6 Officers' and Directors' Personal Liability Insurance. The Association may obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association. Neither the term "officers" nor the term "directors" shall include any officer, director, agent or employee of Declarant nor any officer, director, employee or agent of any professional manager or managing agent heretofore or hereafter employed by the Association.

Section 8.7 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 8.8 Insurance Premium. Except as assessed in proportion to risk insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual assessments levied by the Association.

Section 8.9 Managing Agent Insurance. The manager or managing agent, if any, shall be adequately insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association.

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

Section 8.11 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 8.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien Security Interest. The Association shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of first lien Security Interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Unit Owners and holders of first lien Security Interest are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 8.13 Duty to Repair. Any portion of the Condominium Community for which insurance is required under this Article which is damaged or destroyed must be repaired or

replaced promptly by the Association or Unit Owner, at the Unit Owner's option on whether the repair is done by the Association or the Unit Owner, except as provided in the Act.

Section 8.14 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Unit Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

ARTICLE 9

SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 9.1 General Provisions. The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien Security Interests recorded within the Condominium Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. A holder, insurer or guarantor of a first lien Security Interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a Security Interest shall be considered an "Eligible Holder." Eligible insurers and guarantors of a first lien Security Interest shall have the same rights as Eligible Holder.

Section 9.2 Special Rights. Eligible Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Executive Board or Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; (i) thirty (30) days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Condominium Community or by an Eligible Holder; and (j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Holder holds a Security Interest, if the cost of reconstruction exceeds Twenty Thousand Dollars (\$20,000.00) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 9.3 Special Approvals. Unless at least sixty-seven percent (67%) of the Eligible Holders of first lien Security Interests (based on one (1) vote for each mortgage owned) of Units in the Association and requisite Unit Owners have given their written approval, neither the Association nor any Member shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Real Estate by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Condominium Community after substantial destruction or condemnation occurs; (g) amend any material provision of this Declaration; and (h) establish self-management by the Association when professional management has previously been required by the legal documents for the Condominium Community or by an Eligible Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Holder of a first lien Security Interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request.

Section 9.4 Right to Pay Taxes and Insurance Premiums. Any holder of a first lien Security Interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units, and the holder of a first lien Security Interest making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Enforcement. The Association or a Unit Owner (with Owners being subject to arbitration provisions in this Declaration) may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for such violation, including reasonable attorneys' fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. Failure of the Association or of any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 10.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.4 Amendment of Declaration, Map or Plat by Declarant. If Declarant shall determine that any amendments to this Declaration or the map shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or for any changes to property not yet part of the Community, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Unit Owners. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the expiration of seven (7) years from the date this Declaration is recorded. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to an amendment under this section on behalf of each Unit Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 10.5 Amendment of Declaration by Unit Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least sixty-seven percent (67%) of the votes in the Association and with the written consent of the Association. Except to the extent expressly permitted in this Declaration or the Act, no amendment may create or increase any special Declarant's rights, increase the number of Units in the Community, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Owners. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Arapahoe County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 10.6 Amendment Required by Mortgage Agencies. Prior to seven (7) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which a holder of a first lien Security Interest, or FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Arapahoe County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 10.7 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving development rights or for the benefit of the Declarant, or the assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing requirement for consent to any amendment or repeal shall terminate seven (7) years after the recording of this Declaration, or upon conveyance of one hundred percent (100%) of the Units to Unit Owners, whichever occurs first.

Section 10.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 10.10 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized agents this 10th day of September, 1997.

DRY CREEK SOUTH, LLC,
a Delaware limited liability company

By: [Signature]
Peter Kudla, Manager and Authorized Agent

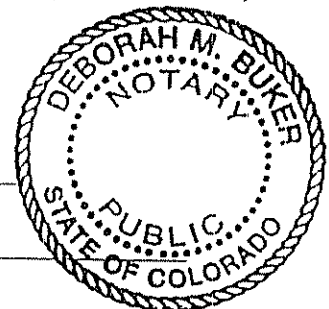
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Declaration was acknowledged before me on this 10th day of September, 1997, by Peter Kudla, as Manager and Authorized Agent of Dry Creek South, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: My Commission Expires October 7, 2000

Deborah M. Buker
Notary Public



ASSOCIATION CONSENT

Consent is hereby given to the above Declaration.

Dated in Denver, Colorado, this 10th day of September, 1997.

VISTA POINTE TOWNHOMES ASSOCIATION, INC.,

a Colorado nonprofit corporation

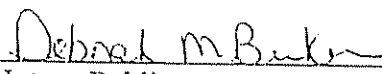
By: 
Peter Kudla, President

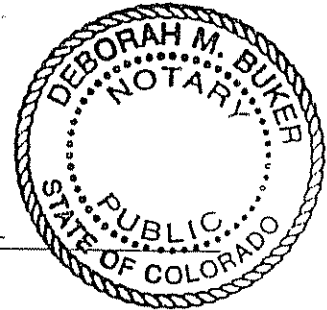
STATE OF COLORADO)
COUNTY OF Denver) ss.
)

The foregoing Consent to Declaration was acknowledged before me this 10th day of September, 1997, by Peter Kudla, as President of the VISTA POINTE TOWNHOMES ASSOCIATION, INC., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires October 7, 2000


Notary Public



*EXHIBIT A*DESCRIPTION OF REAL ESTATE

A PARCEL OF LAND BEING A PART OF NOB HILL SIXTH FILING SITUATED IN A PORTION OF THE SW ¼ OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, WITH BEARINGS BASED ON THE WEST LINE OF SAID SW ¼ ASSUMED TO BE N00°12'53"E BETWEEN THE MONUMENTS AS SHOWN ON EXHIBIT A, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N03°48'12"E, A DISTANCE OF 639.04 FEET FROM THE SW CORNER OF SAID SW ¼, SAID POINT BEING ON THE EASTERLY LINE OF COLORADO BOULEVARD;

THENCE N00°12'53"E, ALONG SAID EASTERLY LINE, A DISTANCE OF 134.74 FEET;

THENCE S89°47'07"E, A DISTANCE OF 128.47 FEET TO A POINT;

THENCE N68°34'46"E, A DISTANCE OF 58.54 FEET TO A POINT OF NONTANGENT CURVATURE;

THENCE 47.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 16°19'14" AND CHORD BEARING AND DISTANCE BEING S13°15'38"E, 46.84 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 54.87 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 23°17'19";

THENCE S28°23'19"E, A DISTANCE OF 21.31 FEET;

THENCE S61°36'41"W, A DISTANCE OF 43.05 FEET TO A POINT OF CURVATURE;

THENCE 39.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.05 FEET AND A CENTRAL ANGLE OF 24°50'57";

THENCE N89°47'07"W, A DISTANCE OF 87.53 FEET TO A POINT OF CURVATURE;

THENCE 6.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 15°40'10";

THENCE S74°32'44"W, A DISTANCE OF 24.59 FEET TO A POINT OF CURVATURE;

THENCE 7.11 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 26.00 FEET AND A CENTRAL ANGLE OF 15°40'10";

THENCE N89°47'07"W, A DISTANCE OF 13.50 FEET TO A POINT OF CURVATURE;

THENCE 6.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,
HAVING A RADIUS OF 14.00 FEET AND A CENTRAL ANGLE OF 27°39'51"
TO THE POINT OF BEGINNING;

CONTAINING 25,804 SQUARE FEET OR 0.5924 ACRES OF LAND, MORE
OR LESS.

TOGETHER with a non-exclusive recreational easement on Tract B, Final Plat for
Nob Hill Sixth Filing, County of Arapahoe, State of Colorado, as established and
set forth in a Grant of Non-exclusive Recreational Easement to the Vista Pointe
Townhome Association, Inc.;

Subject to the terms, conditions, obligations and provisions of the following
documents or exceptions to title:

1. Easements, conditions, restrictions and reservations on the recorded plat of
Nob Hill — Fifth Filing.
2. Right of Way Easement as granted to the City of Aurora in instrument
recorded April 24, 1958, in Book 1060 at Page 533.
3. Any tax, lien, fee or assessment by reason of inclusion of subject property
in the East Dry Creek Road Local Improvement District, as evidenced by
instrument recorded March 30, 1989, in Book 5660 at Page 60.
4. Right of Way easement as granted to US West Communications, Inc., in
instrument recorded December 22, 1992, in Book 6749 at Page 82.
5. The effect of the inclusion of the subject property in the Littleton Fire
Protection District, as disclosed by the instrument recorded January 24,
1996, at Reception No. A6008490.
6. Terms, conditions, provisions, agreements and obligations specified under
the License Agreement recorded August 8, 1996, at Reception No.
A6103063.
7. Terms, conditions, provisions, agreements and obligations specified under
the Subdivision Improvement Agreement recorded August 19, 1996, at
Reception No. A6108127.
8. Easements, notes, terms, conditions, provisions, agreements and obligations
as shown on the plat of Nob Hill Sixth Filing recorded [to be recorded].
9. Other documents of record.

*EXHIBIT B*INITIAL UNITS

<u>Building</u>	<u>Unit</u>
1	4001
1	4003
1	4005
1	4004
Totals	4

*EXHIBIT C***PROPERTIES WHICH MAY BE
ADDED TO THE DECLARATION**

All or any part of Lot 51, Block 1, Final Plat for Nob Hill Sixth Filing not yet included within the Community or all or any part of a lot or parcel located in Section 30, Arapahoe County, Colorado; provided the lot or parcel is contiguous to the "Real Estate" in the Community, or across a publicly dedicated street or alley from the "Real Estate" then in the Community and provided the owners thereof consent.

SUPPLEMENTAL DECLARATION

FOR THE

VISTA POINTE TOWNHOMES

26 —
A8165762
10/16/98 15:21:26
PG: 0001-005
26.00 DOC FEE:
DONETTA DAVIDSON
ARAPAHOE COUNTY

THIS SUPPLEMENTAL DECLARATION is made this day and date by Dry Creek South, LLC, a Delaware limited liability company, whose address is 2696 S. Colorado Boulevard, Suite 430, Denver, Colorado 80222 ("Declarant").

RECITALS

A. Declarant has executed that certain Amended and Restated Declaration of the Vista Pointe Townhomes ("Declaration"), which Declaration has been recorded in the records in the Office of the Clerk and Recorder of the County of Arapahoe, Colorado.

B. The Declaration has been amended and supplemented by instruments filed of record with the Clerk and Recorder of the County of Arapahoe, Colorado.

C. Article 7 of the Declaration provides enlargement, expansion and other reserved rights of the Declarant.

D. Exhibit C of the Declaration provides the legal description of property which Declarant may annex to the Condominium Community known as the "Vista Pointe Townhomes" ("Annexable Property").

E. The undersigned Declarant desires to annex a portion of the Annexable Property to Vista Pointe Townhomes Condominium Community pursuant to Article 7 of the Declaration and desires to establish additional Units.

The undersigned hereby declares as follows:

1. Annexation of Property. Pursuant to Article 7 of the Declaration, the property described in Exhibit A attached hereto and incorporated herein by this reference, being a portion of the Annexable Property, is annexed to the Condominium Community and the "Real Estate." The property described in Exhibit A shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the terms and provisions of the Declaration.

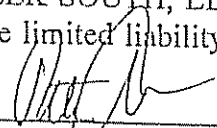
2. Additional Units. The Declarant hereby establishes additional Units within the Condominium Community, which additional Units are identified in Exhibit B attached hereto and incorporated herein by reference and which additional Units are also described in a supplemental Condominium Map for the property described in Exhibit A.

3. Number of Units/Allocated Interests. Immediately upon the recording of this Supplemental Declaration and a supplemental Condominium Map for the property described in **Exhibit A**, the total number of Units in the Condominium Community and their allocated interests shall be as provided in the Declaration and as may be set forth in **Exhibit C** attached hereto and incorporated herein by reference

4. Definitions. Unless otherwise defined herein, initially capitalized terms defined in the Declaration shall have the same meaning herein

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal as of this day and date.

DRY CREEK SOUTH, LLC,
a Delaware limited liability company

By: 
Peter Kudla, Manager and Authorized Agent

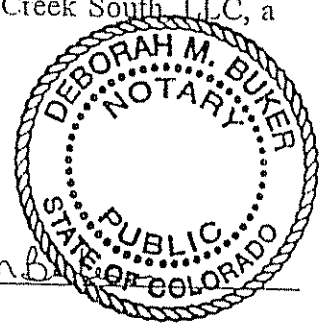
STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing was acknowledged before me on this 15th day of October, 1998, by Peter Kudla, as Manager and Authorized Agent of Dry Creek South, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires ~~My Commission Expires~~ October 7, 2000

Deborah M. Buker
Notary Public



*EXHIBIT A*LEGAL DESCRIPTION OF PROPERTY ANNEXED HEREBY

A PARCEL OF LAND BEING A PART OF NOB HILL SIXTH FILING SITUATED IN A PORTION OF THE SW ¼ OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, WITH BEARINGS BASED ON THE WEST LINE OF SAID SW ¼ ASSUMED TO BE N00°12'53"E BETWEEN THE MONUMENTS SHOWN ON THE MAP, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a point being N37°16'03"E, a distance of 551.86 feet from the SW corner of said SW 1/4; thence N23°40'19"W, a distance of 141.92 feet to a point; thence N20°36'51"E, a distance of 28.96 feet to a point of nontangent curvature; thence 36.86 feet along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 42°14'19" and a chord bearing and distance being N86°44'01"E, 36.03 feet; thence N65°36'51"E, a distance of 55.26 feet to a point of curvature; thence 78.54 feet along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 90°00'00" to a point; thence S24°23'09"E, a distance of 104.99 feet to a point; thence S67°29'39"E, a distance of 31.59 feet to a point; thence S44°53'53"W, a distance of 179.92 feet to the point of beginning.

Containing 19,874 square feet or 0.4562 acres of land, more or less.

Subject to the terms, conditions, obligations and provisions of recorded documents and exceptions to title.

4-5

EXHIBIT B

ADDITIONAL UNITS

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
7	4018	7-A
7	4020	7-B
7	4022	7-C
7	4024	7-D

5-5

ALL UNITS

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
1	4001	1-A
1	4003	1-B
1	4005	1-C
1	4007	1-D

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
2	4009	2-A
2	4011	2-B
2	4013	2-C

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
3	4040	3-A
3	4042	3-B
3	4044	3-C
3	4046	3-D

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
4	4032	4-A
4	4034	4-B
4	4036	4-C
4	4038	4-D

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
6	4012	6-A
6	4014	6-B
6	4016	6-C

<u>Building</u>	<u>Unit</u>	<u>a/k/a Unit</u>
7	4018	7-A
7	4020	7-B
7	4022	7-C
7	4024	7-D