

DECLARATIONS

(CCR'S)

The Stanton Hill Homeowners Association



R \$56.00

D \$0.00

2007080212

AMDECL

07/11/2007 09:34:28 AM 11 Page(s)

Jefferson County, Colorado

*is
56*

1-11

**AMENDED AND UPDATED PAGES TO
THE STANTON HILL HOMEOWNERS ASSOCIATION
MANUAL**

**DECLARATIONS: COVENANTS, CONDITIONS, AND
RESTRICTIONS (CCR'S)
DESIGN STANDARDS & PROCEDURES**

**DATED
JUNE 8, 2007**

**THE STANTON HILL HOMEOWNERS ASSOCIATION,
GRANTOR**

ESTATES AT BELMAR PARK SUBDIVISION, GRANTEE

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PREAMBLE	1
ARTICLE ONE: DEFINITIONS	
1.1 Act	2
1.2 Allocated Interests	2
1.3 Articles	2
1.4 Assessments	2
1.5 Assessment Lien	2
1.6 Association	3
1.7 Board of Directors or Board	3
1.8 Bylaws	3
1.9 City	3
1.10 Common Areas	3
1.11 Common Areas/Association	3
1.12 Common Areas/City	3
1.13 Common Expense Assessments	3, 4, 5
1.14 Common Expense Assessment Liability	5
1.15 Common Expenses	5
1.16 Cost of Enforcement	5
1.17 County	5
1.18 Declaration	5
1.19 Design Review Committee	5
1.20 Design Review Guidelines	5
1.21 Dwelling Unit or Unit	5
1.22 First Security Interest	6
1.23 Guest	6
1.24 Impacted Owner	6
1.25 Improvements	6
1.26 Lot	6
1.27 Lots That May be Created	7
1.28 Managing Agent	7
1.29 Member	7
1.30 Notice and Hearing	7
1.31 Owner	7
1.32 Person	7
1.33 Planned Community	7
1.34 Plat	7

1.35 Project Documents.....	7
1.36 Rules.....	7
1.37 Security Interest.....	7
1.38 Special Assessment.....	7
1.39 VA and/or FHA Approval.....	7

8

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Conveyances Subject to this Declaration.....	8
2.2 Owner's Rights Subject to this Declaration.....	8
2.3 Identification of Lots.....	8
2.4 Lot Boundaries.....	8

7

ARTICLE THREE: COMMON AREAS

3.1 Common Areas Dedication.....	9
3.2 Title to the Common Areas.....	9
3.3 Duty to Manage and Care for the Common Areas.....	9
3.4 Owner's Rights in the Common Areas.....	9
3.5 Delegation of Use.....	9

ARTICLE FOUR: THE ASSOCIATION

4.1 Name.....	10
4.2 Purpose and Powers.....	10
4.3 Board of Directors.....	10
4.4 Articles and Bylaws.....	10
4.5 Membership.....	10
4.6 Voting Rights.....	10
4.7 Association Agreements.....	10
4.8 Certain Rights and Obligations of the Association.....	11

ARTICLE FIVE: ASSESSMENTS

5.1 Obligation.....	11
5.2 Purpose of the Common Expense Assessments.....	12
5.3 Levy of Assessments (updated 6/08/07).....	12, 13, 14
5.4 Due Date.....	13
5.5 Remedies for Nonpayment of Assessments.....	14
5.6 The Assessment Lien.....	14, 15, 16
5.7 Assignment of Assessments.....	16
5.8 Surplus Funds.....	16
5.9 Working Capital Fund.....	16
5.10 Certificate of Status of Assessments.....	16
5.11 No Offsets.....	17
5.12 Arbitration.....	17

ARTICLE SIX: ARCHITECTURAL APPROVAL/ DESIGN REVIEW

6.1 Approval of Improvements Required.....	18
6.2 Membership of the Committee.....	18
6.3 Address of the Committee.....	18

6.4 Submission of Plans/Design Review Fee.....	18
6.5 Delegation/Waiver.....	19
6.6 Criteria for Approval.....	19
6.7 Decision of the Committee.....	20
6.8 Appeal to the Board of Directors	20
6.9 Failure of Committee to Act on Plans.....	20
6.10 Prosecution of Work after Approval.....	21
6.11 Notice of Completion.....	21
6.12 Inspection of Work.....	21
6.13 Notice of Noncompliance.....	21
6.14 Failure of Committee to Act After Completion.....	21
6.15 Appeal to the Board of Directors of Finding of Noncompliance.....	21, 22
6.16 Correction of Noncompliance.....	23
6.17 Meetings of the Committee.....	23
6.18 Record of Actions.....	23
6.19 No Implied Waiver or Estoppel.....	23
6.20 Estoppel Certificates.....	23
6.21 Architectural Standards/Design Guidelines.....	23
6.22 No Liability for Committee Action.....	23, 24

a
y

ARTICLE SEVEN: LAND USE AND OTHER RESTRICTIONS

7.1 Limitations and Restrictions.....	25
7.2 Land Use and Occupancy.....	25
7.3 Building Locations, Height Restrictions and Lot Coverage.....	25
7.4 Temporary Structures.....	26
7.5 Restrictions on Garbage and Trash.....	26
7.6 Nuisances.....	26
7.7 No Annoying Lights, Sounds or Odors.....	26
7.8 No Hazardous Activities	26
7.9 No Unsightliness.....	27
7.10 Utilities.....	27
7.11 Restrictions on Signs and Advertising Devices.....	27
7.12 Flag Regulations	27
7.13 Compliance with Insurance Requirements.....	28
7.14 Compliance with Laws.....	28
7.15 Restoration in the Event of Damage or Destruction.....	28
7.16 Household Pets.....	28
7.17 Vehicular Parking, Storage and Maintenance (Updated 6/8/07).....	29
7.18 Owner Caused Damages.....	30
7.19 Exterior Equipment Prohibition.....	30
7.20 Antennas and Satellite Dishes.....	31
7.21 Lease of a Dwelling Unit.....	31, 32
7.22 Fences and Other Exterior Improvements.....	32
7.23 Rules.....	32
7.24 Underdrain Systems.....	33

ARTICLE EIGHT: EASEMENTS

8.1 Utility Easements.....	34
8.2 Easements for the Board of Directors.....	34
8.3 Emergency Easements.....	34
8.4 Recording Data Regarding Easements.....	34
8.5 Water Easement.....	34
8.6 Easements Deemed Appurtenant.....	34

ARTICLE NINE: INSURANCE

9.1 Authority to Purchase/General Requirements.....	35
9.2 Hazard Insurance.....	36, 37
9.3 Liability Insurance.....	37
9.4 Fidelity Insurance.....	38
9.5 Additional Insurance.....	38
9.6 Payment of Insurance Premiums.....	39
9.7 Separate Insurance.....	39
9.8 Condemnation.....	39
9.9 Homeowner's Insurance -Prohibited Practices-definitions.....	39, 40

ARTICLE TEN: RESTORATION UPON DAMAGE OR DESTRUCTION

10.1 Duty to Restore.....	41
10.2 Use of Insurance Proceeds.....	41

ARTICLE ELEVEN: MAINTENANCE

11.1 Maintenance of the Common Areas/Association.....	42
11.2 Maintenance of Common Areas/City.....	42
11.3 Maintenance of the Lots and/or Dwelling Units.....	42
11.4 Maintenance of Drainage Pattern.....	43

ARTICLE TWELVE: FIRST MORTGAGEE PROVISIONS

12.1 Notices of Action.....	44
12.2 Amendment to Documents/Special Approvals.....	44, 45
12.3 Special FHLMC Provisions.....	46
12.4 Implied Approval.....	46
12.5 Books and Records.....	46

ARTICLE THIRTEEN: DURATION, AMENDMENT AND TERMINATION OF THE DECLARATION

13.1 Duration.....	46
13.2 Amendments of Declaration.....	46
13.3 Consent of Eligible Mortgages.....	47
13.4 Termination.....	47

10
9

ARTICLE FOURTEEN: GENERAL PROVISIONS

14.1 Successors and Assigns.....	48
14.2 Severability.....	48
14.3 No Waiver.....	48
14.4 Registration by Owner of Mailing Address.....	48
14.5 Conflict.....	48
14.6 Mergers.....	48
14.7 Captions.....	48
14.8 Numbers and Genders.....	48

EXHIBITS:

Exhibit A: Legal Description of the Real Property submitted to the Declaration Of Covenants, Conditions and Restrictions of Stanton Hill (First Phase)	49
Exhibit A: To the Supplemental Declaration; Legal Description of the Real Property Annexed (20 lots) (6/29/2006)	50
Two pages of Preamble included Preamble, Page 1 and Page 2	
Exhibit A: Amended Supplemental Declaration; Removal of Tracts A, E & G Inadvertently included in Exhibit A recorded 6/29/2006. The Amended Exhibit A was recorded 8/28/2006.	51
Two pages of Preamble included Preamble, Page 1 and Page 2	
Exhibit B: Legal Description of the Common Areas/Association	52
Exhibit C: Legal Description of the Real Property which may be Submitted in later phases (This was eventually Exhibit A Supplemental Declaration recorded 6/29/2006)	53
Exhibit D: Recording Data for Recorded Easements and Licenses which the Planned Community is or may become subject to. Exhibit D also Consists of two pages of "Final Plat"	54 (3 pages)
Exhibit E: Alternative Dispute Resolution (ADR) : ARBITRATION..	55 (4 pages)
Exhibit F: Notice and Hearing Procedure (6/8/07)	56

-v- (CCR's) (6/8/07)

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE STANTON HILL HOMEOWNERS ASSOCIATION

**THIS IS AN AMENDED AND RESTATED DESCRIPTION OF THE
DECLARATIONS DATED 18, JANUARY, 2001**

PREAMBLE

THIS DECLARATION is made on the date hereinafter set forth, by
The Stanton Hill Homeowners Association, a Colorado Corporation, not for profit, its
successors and assigns

WHEREAS, The Stanton Hill Homeowners Association is the owner of certain
real property located in Lakewood, Colorado, as more particularly described on the
attached Exhibit A, Supplemental Declaration Exhibit A, Amended Supplemental
Declaration Exhibit A, Exhibit B, Exhibit C, Exhibit D,

NOW THEREFORE, The Stanton Hill Homeowners Association hereby submits
the real property described on Exhibits A, Supplemental Declaration Exhibit A, Amended
Supplemental Declaration A, Exhibit B, Exhibit C, Exhibit D, together with all rights,
and appurtenances thereto and improvements thereon to the provisions of the Colorado
Common Interest Ownership Act, as it may be amended from time to time. In the event
the said Act is repealed, the Act as it exists on the date this Declaration is recorded shall
remain applicable.

The Stanton Hill Homeowners Association hereby declares that all of the said real

property described on said Exhibit A, Supplemental Declaration Exhibit A, Amended Supplemental Declaration A, Exhibit B, Exhibit C, Exhibit D shall be held and conveyed subject to the following Covenants, Conditions and Restrictions, all of which are declared and agreed to be for the protection of the value of the said real property, and for the benefit of any persons having any right, title or interest in the said real property. Said Covenants, Conditions and Restrictions shall be deemed to run with the land and shall be a burden and a benefit to any persons acquiring such interest, their grantees, heirs, legal representatives, successors and assigns.

ARTICLE ONE: DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1 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.

1.2 ALLOCATED INTERESTS means the Votes in the Association and the Common Expense Assessment Liability which are allocated to each of the Lots in the Planned Community. The formulas used to establish the Allocated Interests are as follows:

(a) Votes. Each Owner in the Planned Community is entitled to the number of votes calculated in accordance with Paragraph 4.6 hereof.

(b) Common Expense Assessment Liability. The Common Expense Assessment is levied upon all Lots on the basis of a fraction, the numerator of which is one and the denominator of which is the total number of Lots then within the Planned Community.

1.3 ARTICLES mean the Articles of Incorporation of the Association.

1.4 ASSESSMENTS mean the (a) Common Expense Assessments, (b) Special Assessments, (c) Individual Assessments, and (d) Fines levied pursuant to this Declaration.

1.5 ASSESSMENT LIEN means the statutory lien on a Lot for any Assessment levied against that Lot together with all Costs of Enforcement as herein defined. All Costs of Enforcement are enforceable as Assessments.

If an Assessment is payable in installments, the full amount of the Assessment is a

lien from the time the first installment becomes due.

1.6 ASSOCIATION means THE STANTON HILL HOMEOWNERS ASSOCIATION, a Colorado Corporation, not for profit, its successors and assigns. The Articles of Incorporation and Bylaws, along with this Declaration, shall govern the administration of the Planned Community, the Members of which shall be all of the Owners of the Lots within the Planned Community.

1.7 BOARD OF DIRECTORS or BOARD means the Board of Directors of the Association duly elected pursuant to the Bylaws of the Association as therein provided. The Board of Directors is the governing body of the Association and shall act on behalf of the Association.

The term Board of Directors as used herein is synonymous with the term Executive Board as the latter term is used in the Act.

1.8 BYLAWS means the Bylaws which are adopted by the Board of Directors for the regulation and management of the Association.

1.9 CITY means Lakewood, Colorado.

1.10 COMMON AREAS means Common Areas/Association and Common Areas/City, collectively.

The term Common Areas as used herein is synonymous with the term Common Elements as the latter term is used in the Act.

1.11 COMMON AREAS/ASSOCIATION means the real property owned and maintained by the Association, all of which is held for the common use and enjoyment of the Owners and their Guests, the description of which is more fully described on the attached Exhibit B.

1.12 COMMON AREAS/CITY means the real property owned by the City and maintained by the Association in accordance with the terms set forth in Paragraph 11.2 hereof, all of which is held for the common use and enjoyment of the Owners and their Guests and the general public, the description of which is more fully described on the attached Exhibits A and B.

1.13 COMMON EXPENSE ASSESSMENTS means the funds required to be paid by each Owner in payment of such Owner's Common Expense Liability as more fully defined in Paragraph 5.2 hereof.

a) Beginning January 1, 2007, EVERY CONTRACT FOR THE PURCHASE AND SALE OF RESIDENTIAL REAL PROPERTY IN A COMMON INTEREST COMMUNITY SHALL CONTAIN A DISCLOSURE STATEMENT IN BOLD-FACED

TYPE THAT IS CLEARLY LEGIBLE AND IN SUBSTANTIALLY THE FOLLOWING FORM:

THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

b) THE OBLIGATION TO PROVIDE THE DISCLOSURE SET FORTH ABOVE IN THIS SECTION SHALL BE UPON THE SELLER, AND, IN THE EVENT OF THE FAILURE BY THE SELLER TO PROVIDE THE WRITTEN DISCLOSURE DESCRIBED ABOVE IN THIS SECTION, THE PURCHASER SHALL HAVE A CLAIM FOR RELIEF AGAINST THE SELLER FOR ACTUAL DAMAGES DIRECTLY AND PROXIMATELY CAUSED BY SUCH FAILURE PLUS COURT COSTS. IT SHALL BE AN AFFIRMATIVE DEFENSE TO ANY CLAIM FOR DAMAGES BROUGHT UNDER THIS SECTION THAT THE PURCHASER HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE FACTS AND INFORMATION REQUIRED TO BE DISCLOSED.

c) UPON REQUEST, THE SELLER SHALL EITHER PROVIDE TO THE BUYER OR AUTHORIZE THE UNIT OWNERS' ASSOCIATION TO PROVIDE TO THE BUYER, UPON PAYMENT OF THE ASSOCIATION'S USUAL FEE PURSUANT TO SECTION 38-33.3-317 (3), ALL OF THE COMMON INTEREST COMMUNITY'S GOVERNING DOCUMENTS AND FINANCIAL DOCUMENTS, AS LISTED IN THE MOST RECENT AVAILABLE VERSION OF THE CONTRACT TO BUY AND SELL REAL ESTATE PROMULGATED BY THE REAL ESTATE COMMISSION AS OF THE DATE OF THE CONTRACT.

1.14 COMMON EXPENSE ASSESSMENT LIABILITY means the funds required to be paid by each Owner in payment of such Owner's Common Expense Liability as more fully defined in Paragraph 5.2 hereof.

1.15 COMMON EXPENSES means expenditures made by or liabilities incurred by or on behalf of the Association, together with allocations to reserves.

1.16 COSTS OF ENFORCEMENT means all fees, late charges, interest, expenses, including receiver's fees, and reasonable attorneys' fees and costs incurred by the Association (a) in connection with the collection of the Assessments and Fines, or (b) in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

1.17 COUNTY means Jefferson County, Colorado.

1.18 DECLARATION means this Declaration, the Plat and any supplements and amendments thereto recorded in the Office of the County Clerk and Recorder.

1.19 DESIGN REVIEW COMMITTEE (the "Committee") means the Committee formed pursuant to ARTICLE SIX hereof to review and approve or disapprove plans for Improvements as defined herein as more fully provided for by this Declaration.

1.20 DESIGN REVIEW GUIDELINES means the DESIGN REVIEW GUIDELINES FOR STANTON HILL, as amended and supplemented. These guidelines may be adopted by the Design Review Committee to implement and interpret the Design Review/Architectural Approval provisions of ARTICLE SIX of this Declaration. These guidelines may contain, among other things, guidelines that will clarify or specify the design, materials, heights, size of structures and the maximum and minimum setbacks that will be considered in Design Approval and are available at the office of the Association.

1.21 DWELLING UNIT OR UNIT means the residence constructed on each Lot within the Planned Community and any replacement thereof. Dwelling Unit shall include the Lot upon which such Dwelling Unit is constructed.

1.22 FIRST SECURITY INTEREST means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and Special Assessments).

1.23 GUEST means (a) any person who resides with an Owner within the Planned Community; (b) a guest or invitee of an Owner when accompanied by an Owner; (c) an occupant or tenant of a Dwelling Unit within the Planned Community, and any Members of his or her household, invitee or cohabitant of any such person; or (d) a contract purchaser.

1.24 IMPACTED OWNER means an Owner who would reasonably be affected by any proposed Improvement, excluding the Owner making the proposal to the Committee. Impacted Owners are identified by the Design Review Committee and take into account the physical proximity of their Lots to the proposed Improvement and as well as other factors deemed pertinent by the Committee.

1.25 IMPROVEMENTS means:

(a) all of the following exterior improvements, structures and any appurtenances thereto or components thereof: buildings, outbuildings, hot tubs, swimming pools, tennis courts, solar collectors, antennas, painting or other finish materials on any visible structure, additions, garages, driveways, fences, screening walls, retaining walls, stairs, decks, windbreaks, exterior light fixtures, poles, signs, cooling, heating and water softening equipment; and

(b) any change, alteration, modification, expansion or addition to any previously approved Improvement, including any change of exterior appearance, finish material, color or texture;

(c) the demolition, removal or destruction, by voluntary action, of any building, structure or other Improvements;

(d) the grading, excavation, filling or similar disturbance to the surface of the land including, (see Design Procedures Section C Site Standard, paragraph 8. Drainage and paragraph B. Drainage) change of grade, change of ground level, change of drainage pattern. However, grading, filling, etc., associated with landscaping is not restricted unless, in the judgment of the Committee, it adversely affects the flow of surface water to or from adjacent lots.

1.26 LOT means each platted lot shown upon the Plat of the Planned Community which is subject to this Declaration, together with all appurtenances and improvements now or hereafter located thereon.

"Lot" shall include any Dwelling Unit constructed thereon as the term "Dwelling Unit" is herein defined.

The term Lot as used herein is synonymous with the term Unit as the latter term is used in the Act.

1.27 LOTS THAT MAY BE CREATED means **TWENTY-FIVE LOTS**, or the maximum number of Lots allowed by any governmental entity having jurisdiction over the Planned Community.

1.28 MANAGING AGENT means any one or more Persons employed by the Association who is engaged to perform any of the duties, powers or functions of the Association.

1.29 MEMBER means each Owner, as defined in Paragraph 1.31 hereof.

1.30 NOTICE AND HEARING means a written notice and an opportunity for a hearing before the Board of Directors in the manner provided in the Bylaws.

1.31 OWNER means the record Owner of the fee simple title to any Lot which is subject to this Declaration.

1.32 PERSON means a natural person, a corporation, a partnership, an association, a trustee, a limited liability company, a joint venture, or any other entity recognized as being capable of owning real property under Colorado law.

1.33 PLANNED COMMUNITY means such real property and the improvements located thereon as more fully described on Exhibits A and B attached hereto.

1.34 PLAT means the final plat of the Estates at Belmar Park Subdivision recorded in the records of the County Clerk and Recorder.

1.35 PROJECT DOCUMENTS means this Declaration, the Plat, the Articles of Incorporation and Bylaws of the Association, the Design Review Guidelines, and the Rules and Regulations of the Association, if any, as they may be amended from time to time.

1.36 RULES means the Rules and Regulations adopted by the Board of Directors for the regulation and management of the Planned Community as amended from time to time.

1.37 SECURITY INTEREST means an interest in real estate or personal property created by contract which secures payment of an obligation. The term includes a lien created by a deed of trust, contract for deed, land sales contract and UCC-1.

1.38 SPECIAL ASSESSMENT means those Assessments defined in Paragraph 5.3(d) hereof

1.39 VA AND/OR FHA APPROVAL means that the Planned Community has been or may be approved by the Veterans Administration and/or the Federal Housing

Administration so that such agencies will insure or guarantee loans made upon the Lots within the Planned Community.

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Conveyances Subject to this Declaration. All Covenants, Conditions and Restrictions which are granted or created by this Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having any interest in the Planned Community, their respective heirs, successors, personal representatives or assigns.

Any instrument recorded subsequent to this Declaration and purporting to establish and effect any interest in the Planned Community shall be subject to the provisions of this Declaration despite any failure to make reference thereto.

2.2 Owner's Rights Subject to this Declaration. Each Owner shall own his or her Lot in fee simple and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

2.3 Identification of Lots. The identification number of each Lot is shown on the Plat of the Planned Community.*

2.4 Lot Boundaries. The boundaries of each Lot are located as shown on the Plat of the Planned Community.*

*Plat of the Planned Community: Exhibit D (2 pages)

ARTICLE THREE: COMMON AREAS

3.1 Common Areas Dedication. Recording of the Plat of the Planned Community in the records of the County Clerk and Recorder, has designated certain areas of the Planned Community as Common Areas/Association (hereinafter referred to as Common Areas), more fully described on the attached Exhibits B and D.

The Common Areas are not dedicated for use by the general public, but are dedicated to the common use and enjoyment of only the Owners of Lots located within the Planned Community and such Owner's Guests, as more fully provided for in this Declaration.

Said Plat is hereby incorporated herein and made a part of this Declaration.

3.2 Title to the Common Areas.

Title to the Common Areas is held in the name of The Stanton Hill Homeowners Association.

3.3 Duty to Manage and Care for the Common Areas The Association shall manage, operate, care for, insure, maintain, repair and reconstruct all of the Common Areas and the Improvements located thereon and keep the same in a safe, attractive and desirable condition for the use and enjoyment of all of the Owners.

3.4 Owner's Rights in the Common Areas. Every Owner and such Owner's Guests shall have the right and easement of use and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title of the Lot to such Owner, subject to the Development Rights reserved herein.

3.5 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to their Guests.

ARTICLE FOUR: THE ASSOCIATION

4.1 Name. The name of the Association is THE STANTON HILL HOMEOWNERS ASSOCIATION, and it is a Planned Community.

4.2 Purposes and Powers. The Association, through its Board of Directors, shall manage, operate, care for, insure, maintain, repair and reconstruct all of the Planned Community and keep the same in an attractive and desirable condition for the use and enjoyment of all of the Owners and such Owner's Guests. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Board of Directors shall have all the power necessary or desirable to effectuate such purposes.

4.3 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which may by resolution delegate authority to a Managing Agent for the Association as more fully provided for in the Bylaws, provided no such delegation shall relieve the Board of final responsibility.

4.4 Articles and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Members set forth in this Declaration may and shall be amplified by provisions of the Articles of Incorporation and Bylaws of the Association. In the event either the Articles or Bylaws conflict with the Declaration, the Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control.

4.5 Membership. Members of the Association shall be every record Owner of a Lot subject to this Declaration. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Where more than one person holds interest in any Lot, all such persons shall be Members.

4.6 Voting Rights. The Association shall have one class of voting Membership. Owners shall be entitled to one vote for each Lot owned; provided, however, in any election of Directors, each Owner shall have the number of votes equal to the number of Directors to be elected, one vote to be cast for each Director.

The vote for such Lot, the Ownership of which is held by more than one Owner, may be exercised by any one of them unless an objection or protest by any other holder of an interest of the Lot is made prior to the completion of the vote, in which case the vote for such Lot shall be exercised as the persons holding such interest shall determine between themselves. Should the joint Owners of a Lot be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost.

4.7 Association Agreements. Any agreement for professional management of the Planned Community or any contract providing for services 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 days' written notice.

The Association shall not be bound either directly or indirectly to contracts or leases 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 such conversion upon not more than thirty days' notice to the other party thereto.

4.8 Certain Rights and Obligations of the Association.

(a) Contracts, Easements and Other Agreements: The Board of Directors shall have the right to enter into, grant, perform, enforce, cancel and vacate: contracts, easements (other than those created by the PUD and the Plat), licenses, leases, agreements, and/or rights-of-way, for the use by Owners, their Guests, and other persons, concerning the Common Areas.

Any of such contracts, licenses, leases, agreements, easements and/or rights-of-way, shall be upon such terms and conditions as may be agreed to from time to time by the Board of Directors, without the necessity of the consent thereto, or joinder therein, by the Owners or First Mortgagees.

(b) Other Association Functions: The Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Members on a self-supporting, Special Assessment or Common Expense Assessment basis.

(c) Implied Rights: The Board of Directors shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

ARTICLE FIVE: ASSESSMENTS

5.1 Obligation. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association (a) Common Expense Assessments, (b) Special Assessments, (c) Fines, (d) Individual Assessments, and (e) Costs of Enforcement, which shall be a continuing lien upon the Lot against which each such Assessment is levied.

The obligation for such payments by each Owner to the Association is an independent personal covenant with all amounts due, from time to time, payable in full when due without notice or demand and without setoff or deduction. All Owners of each Lot shall be jointly and personally liable to the Association for the payment of all Assessments and Costs of Enforcement attributable to their Lot.

The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

The omission or failure of the Board of Directors to levy Assessments for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

No Owner may waive or otherwise escape liability for the Common Expense Assessment provided for herein by the non-use of the Common Areas or the abandonment of his or her Lot.

5.2 Purpose of the Common Expense Assessments. The Common Expense Assessment levied by the Association upon all Owners shall be used exclusively for the purpose of (a) promoting the health, safety and welfare of the residents of the Planned Community and the Members of the Association, (b) providing for the Improvements, repair, maintenance and reconstruction for the Common Areas; (c) hazard insurance insuring any insurable Improvements upon the Common Areas, and liability insurance covering incidents occurring on the Common Areas, and (d) satisfying any other purpose, reasonable, necessary or incidental to such purposes.

Such Assessments shall include the establishment and maintenance of a Reserve Fund for those items which the Association has an on going duty to repair, maintain or reconstruct on a periodic basis.

5.3 Levy of Assessments.

(a) Common Expense Assessments. Common Expense Assessments shall be levied on all Lots based upon a budget of the Association's cash requirements. The Common Expense Assessment shall be allocated among the Lots in accordance with that Lot's Common Expense Assessment Liability as set forth in Paragraph 1.3 hereof.

To the extent that any Common Expenses or a portion thereof benefit fewer than all of the Lot Owners, such expenses may be assessed exclusively against the Lots benefitted as provided in C.R.S. § 38-33.3-315(c)(b) of the Act.

(b) Individual Assessments. The Board of Directors shall have the right to individually levy upon any Owner or Owners amounts as provided for by the Declarations.

No Individual Assessment shall be levied until the Owner or Owners to be charged have been given a Notice and Hearing. Please see Exhibit F, NOTICE AND HEARING PROCEDURE. (Page 56)

Individual Assessments shall be collected as part of the Costs of Enforcement.

Individual Assessments may be levied at any time as required and are exempt from any voting requirements by the Membership required by other

4
3

Assessments called for under the Declaration.

(c) Fines. The Board of Directors of the Association shall have the right to levy a Fine against an Owner or Owners for each violation of the Project Documents. No such Fine shall be levied until the Owner or Owners to be charged have been given a Notice and Hearing. Please see Exhibit F, NOTICE AND HEARING PROCEDURE. (Page 56). 5

Upon completion of the hearing by the Board of Directors, a non-compliance by the homeowner will result in a \$100 fine. An additional \$100 will be assessed for each thirty (30) day period of non-compliance. Fines shall be collected as part of the Costs of Enforcement. Fines may be levied at any time as required and are exempt from any voting requirements by the Membership required for other Assessments called for under the Declaration. 4

At the end of a ninety (90) day period, the Homeowners Association will file a Notice of Lien pursuant to paragraph 5.5 (Remedies for Nonpayment of Assessments) and 5.6 (The Assessment Lien) of the Declaration of Covenants, Conditions, and Restrictions.

(d) Special Assessments. In addition to the other Assessments authorized herein, the Board of Directors, subject to the requirements set forth below, may levy a Special Assessment for the purpose of defraying, in whole or in part, any unexpected expense to include but not be limited to, the cost of any construction, reconstruction, improvement, repair or replacement of a Capital Improvement upon the Common Areas, including fixtures and personal property relating thereto, or for the funding of any operating deficit incurred by the Association.

Any such Special Assessment shall be levied against each Lot in accordance with that Lot's Common Expense Liability determined in accordance with Paragraph 1.2(b) hereof.

Any special assessment must be approved by the ratification process as set forth in paragraph 4.9 of the By-Laws.

5.4 Due Date. Fines and Individual Assessments shall be due and payable as established by the Board of Directors.

Common Expense Assessments shall be levied on an annual basis and shall be due and payable in installments, in advance, in such frequency as the Board of Directors determines in its discretion from time to time, provided that the initial assessments shall be adjusted to reflect the time remaining in the first Association's fiscal year. Any Owner purchasing a Lot between annual due dates shall pay a prorated share.

Special Assessments shall be due and payable as established by the Board of Directors but may be payable on an installment basis as determined by the Board.

Written notice of all Assessments shall be sent to each Owner subject thereto

specifying the type of Assessment, the amount and the date such Assessment is due.

Mortgagees are not required to collect Assessments.

5.5 Remedies for Nonpayment of Assessments. If any Assessment (to include Costs of Enforcement) is not fully paid within thirty days after the same becomes due and payable, then a late fee shall be assessed for each 30 (thirty) day period that the Assessment is not paid.

In addition, the Boards may:

- (i) accelerate and declare immediately due and payable all unpaid installments of the Assessment payable for the balance of the fiscal year during which such default occurred;
- (ii) bring an action at law against any Owner personally obligated to pay the Assessment and obtain a judgment for the amounts due; and
- (iii) proceed to foreclose its lien against the Lot pursuant to the power of sale granted to the Association by this Declaration in the manner and form provided by Colorado law for foreclosure of real estate mortgages
- (iv) in addition, the Board of Directors may suspend the voting rights of a homeowner if they are delinquent in payment of their quarterly dues over 90 (ninety) days. Suspension of voting rights shall continue as long as the violation continues.

An action at law or in equity by the Association against an Owner to recover a judgment for unpaid Assessments may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments.

Failure to pay Assessments does not constitute a default under an insured mortgage.

5.6 The Assessment Lien. The Association is hereby granted an Assessment Lien against each Lot for any Assessment levied by the Board of Directors and for Costs of Enforcement levied against such Lot Owners when the Lot Owner fails to pay as required by the Declaration. All Costs of Enforcement incurred pursuant to this Declaration are enforceable as Assessments. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due.

The Association's lien on a Lot for Assessments shall be superior to all other liens and encumbrances on a Lot except the following:

(a) liens and encumbrances recorded prior to the recording of this Declaration; and

(b) liens for real estate taxes and any other governmental assessments or charges against the Lot; and

(c) the lien of any loan evidenced by a first mortgage or deed of trust and any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not, except to the extent the Act grants priority for Assessments to the Association.

The Act does not affect the priority of mechanics' or materialmen's liens.

Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments under this Article is required. However, the Board of Directors may prepare, and record in the Office of the County Clerk and Recorder, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the cost thereof shall be considered a Cost of Enforcement.

Sale or transfer of any Lot shall not affect the lien for said Assessments except that sale or transfer of any Lot pursuant to foreclosure by any First Mortgagee, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Assessment Lien only to the extent provided by Colorado law. No such sale, deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot Owner from continuing liability for any Assessment thereafter becoming due, nor from the lien thereof.

Any First Mortgagee who acquires title to a Lot by virtue of foreclosing a first deed of trust or mortgage or by virtue of a deed in lieu of foreclosure will take the Lot free of any claims for unpaid Assessments and Costs of Enforcement against that Lot which have accrued prior to the time such First Mortgagee acquires title to the Lot, except to the extent the Act grants lien priority for Assessments of the Association.

In any action by an Association to collect Assessments and Costs of Enforcement or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Owner to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Common Expense Assessments and Costs of Enforcement. The rights of the Association shall be expressly subordinate to the rights of any First Mortgagee of a Lot under any assignment of rents given in connection with a first deed of trust or mortgage.

The Assessment Lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Lot; provided, however, the lien shall be subject and subordinate to the rights of any First Mortgagee of a Lot under any assignment of rents given in connection with a first deed of trust or mortgage. Without prejudice to any other right or remedy, the Association may exercise its lien rights to rents and profits by delivering a Notice of Exercise to the occupant or any payor of rents and profits, and thereafter shall be entitled to collect all such rents and profits to the extent of any delinquency.

The Association's lien on a Lot for Assessments and Costs of Enforcement shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

5.7 Assignment of Assessments. The Board of Directors shall have the unrestricted right to assign its right to receive Common Expense Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved in writing by Owners by at least sixty-seven percent of the votes in the Association,

5.8 Surplus Funds. Any surplus funds of the Association remaining at the close of the Association's fiscal year after payment of the Association's expenses and funding the Reserve Fund shall be retained by the Association as unallocated reserves and need not be credited to the Owners to reduce their future Assessment Liability.

5.9 Working Capital Fund. **AT THE CLOSING OF THE INITIAL SALE, AND EACH SUBSEQUENT RESALE, OF A LOT TO AN OWNER, A NON-REFUNDABLE CONTRIBUTION SHALL BE MADE BY SUCH OWNER OR SUBSEQUENT BUYER TO THE WORKING CAPITAL FUND OF THE ASSOCIATION IN AN AMOUNT EQUAL TO TWO QUARTERS' COMMON EXPENSE ASSESSMENT THEN IN EFFECT. SAID CONTRIBUTION SHALL BE COLLECTED AND TRANSFERRED TO THE ASSOCIATION AT THE TIME OF CLOSING OF THE SALE OF EACH LOT AND SHALL BE HELD BY THE ASSOCIATION FOR THE USE AND BENEFIT OF THE ASSOCIATION INCLUDING MEETING UNFORESEEN EXPENDITURES OR TO PURCHASE ADDITIONAL EQUIPMENT OR SERVICES.**

Such contribution to the Working Capital Fund shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the later sale or transfer of his or her Lot, an Owner shall **NOT BE ENTITLED** to a credit from the Association for the aforesaid contribution.

5.10 Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's First Mortgagee upon written request to the Association's Registered Agent, a statement setting forth the amount of unpaid Assessments currently levied

against such Owner's Lot.

The statement shall be furnished within fourteen business days after receipt of the request and is binding upon the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or First Mortgagee to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid Assessments which were due as of the date of the request.

5.11 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

5.12 Arbitration Procedures:

SEE EXHIBIT E

(Page 55, 4 pages)

ARTICLE SIX: ARCHITECTURAL APPROVAL/DESIGN REVIEW

Each Improvement within the Planned Community must be constructed in accordance with the "Design Review Guidelines," if available, and approved in accordance with this ARTICLE SIX.

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 Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

6.1 Approval of Improvements Required. The approval by the Design Review Committee (the "Committee") shall be required prior to the commencement of the construction of Improvements as defined in Article One: Definitions, Paragraph 1.27 herein on any portion of the Planned Community. This approval of the Committee is in addition to the review and approval by the City.

A purchase of any Lot within the Planned Community does not grant any implied guarantee of approval of the Improvement to be located thereon by the Committee.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Committee established hereunder.

6.2 Membership of the Committee. The Committee shall consist of up to three members, the number and the members of which shall be determined by the Board. The Board of Directors shall have the continuing right to appoint and reappoint the members of the Committee, which right shall terminate at the option of the Board by its written notice to the Secretary of the Association, but in any event shall terminate without further act or deed upon the completion of construction of the last Dwelling Unit within the Planned Community. Thereafter, the Committee shall consist of three members, and the Board of Directors shall have the right to appoint the members of the Committee. Members of the Committee appointed by the Board of Directors must be Members of the Association.

Members of the Committee appointed by the Board of Directors may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

6.3 Address of the Committee. The address of the Committee shall be that of the principal office of the Association.

6.4 Submission of Plans/Design Review Fee. Prior to commencement of work to accomplish any proposed improvement, the Person proposing to make such Improvement ("Applicant") shall submit to the Committee, at its office, or at such other place as the Committee may designate, such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors

as the Committee shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement.

The Committee may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement. The Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements or that the fee shall be determined in any other manner, such as the estimated cost of the proposed Improvement. Said fee may be used to compensate any consultant as the Committee deems necessary to assist the Committee in the performance of its duties. Members of the Committee may be reimbursed for services rendered and for directly related out-of-pocket expenses.

The Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the Committee of all required materials in connection with the proposed Improvement, the Committee may postpone review of any materials submitted for approval by a particular Applicant.

No Improvement of any kind shall be erected, altered, placed, or maintained within the Planned Community unless and until the final plans, elevations, and specifications therefor have received written approval by the Committee as herein provided.

6.5 Delegation/Waiver. The Committee may at its discretion delegate to the Board of Directors any of its powers granted to it by this Article by written notice to the Board of Directors indicating what powers and authority are granted to the Board. Such delegation shall be effective from the date such notice is recorded.

The approval or consent of the Committee, any representative thereof, or the Board of Directors, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee, any representative thereof, or the Board of Directors, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required.

6.6 Criteria for Approval. The question of reasonableness and good faith is the standard applicable in reviewing plans for approval by the Committee. The Committee shall have the right to disapprove any proposed Improvement which is (a) not in accordance with the Design Guidelines, or (b) is not suitable or desirable in the Committee's opinion for aesthetic or other reasons.

In passing upon the Improvement the Committee shall have the right to take into consideration the suitability of the proposed Improvement and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the Improvement as planned on the outlook from the adjacent or neighboring property, and if

it is in accordance with all of the provisions of this Declaration.

The Committee may disapprove the proposed Improvement if the plans and specifications submitted are incomplete, or in the event the Committee deems the materials submitted be contrary to the spirit or intent of the Declaration. The Committee may condition its approval of any proposed Improvement upon the making of such changes thereon as the Committee may deem appropriate.

6.7 Decision of the Committee. The decision of the Committee shall be made within thirty days after receipt by the Committee of all materials required by the Committee unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is not to approve a proposed Improvement, the reasons therefor shall be stated. The decision of the Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Committee.

A majority vote of the Committee shall constitute the action of the Committee.

The Committee shall report in writing to the Board of Directors all final actions of the Committee if requested by the Board of Directors.

The Committee shall not be required to keep the materials submitted beyond one year from date of approval.

6.8 Appeal to the Board of Directors. If the Committee disapproves or imposes conditions on the approval of a proposed Improvement, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board of Directors and the Committee within ten days after notice of such disapproval or conditional approval is given to the Applicant.

If the Committee conditionally approves a proposed Improvement, any Impacted Owner created by the Committee's decision will receive an Impacted Owners Notice. The Impacted Owner may appeal the conditional approval to the Board of Directors by giving written notice of such appeal to the Board of Directors, and the Committee within the next ten (10) days, prior to the final approval.

The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such hearing in writing to the Applicant, the Impacted Owner and the Committee. The Board shall decide with reasonable promptness, whether or not the proposed Improvement's approval shall be upheld. The decision of the Board of Directors shall be final and binding on the parties concerned.

6.9 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Committee within thirty days after the date of receipt by the Committee of all necessary materials as determined by the Committee.

6.10 Prosecution of Work After Approval. After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement, any materials submitted to the Committee in connection with the proposed Improvement and any conditions imposed by the Committee. Failure to complete any proposed Improvement within twelve months from the date of the commencement of construction (excavation) unless extended by the Committee shall constitute noncompliance with this Article.

6.11 Notice of Completion. Upon completion of the Improvement, the Applicant shall give written Notice of Completion to the Committee. Until the date of receipt of a Notice of Completion, the Committee shall not be deemed to have notice of completion of any Improvement.

6.12 Inspection of Work. The Committee or its duly authorized representative shall have the right to inspect any Improvement prior to, during or after completion; provided that the right of inspection shall terminate thirty days after the Committee receives a Notice of Completion from the Applicant.

6.13 Notice of Noncompliance. If, as a result of inspections or otherwise, the Committee finds that any Improvement has been done without obtaining the approval of the Committee, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Committee, or was not completed within twelve months from the date of the commencement of construction, unless extended by the Committee, the Committee shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event within thirty days after the Committee has inspected the Improvement, but in no event no later than thirty days after the Committee's receipt of such Applicant's Notice of Completion. The Notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

6.14 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Committee fails to notify the Applicant of any noncompliance within thirty days after receipt by the Committee of written Notice of Completion from the Applicant, the Improvement shall be deemed to be in compliance if the Improvement was, in fact, completed as of the date of Notice of Completion.

6.15 Appeal to the Board of Directors of Finding of Noncompliance. If the Committee gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Committee within ten days after receipt by the Applicant of the Notice of Noncompliance.

If, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Board of Directors

Amended & Updated: DECLARATIONS – CCR's
September 15, 2006

and the Applicant within thirty days after delivery to the Applicant of a Notice of Noncompliance. In either event, the Board of Directors after Notice and Hearing shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof.

6.16 Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than thirty days from the date of receipt by the Applicant of the written ruling of the Board of Directors. If the Applicant does not comply with the Board's ruling within such period, the Board may, at its option, record a "Notice of Noncompliance" against the Lot on which the noncompliance exists, or may remove the noncomplying Improvement or may otherwise remedy the noncompliance.

The Board may levy an Individual Assessment in accordance with Paragraph 5.3(b) hereof against the Owner of such Lot for such costs and expenses incurred. The right of the Board of Directors to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board of Directors may have at law, in equity, or under this Declaration.

6.17 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder.

6.18 Record of Actions. The Committee shall report in writing to the Board of Directors all final actions of the Committee. The Committee shall not be required to keep the materials submitted beyond one year from date of approval.

6.19 No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or the Board of Directors. Specifically, the approval by the Committee of any Improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement or similar proposals, plans, specifications or other materials submitted with respect to any other Improvement.

6.20 Estoppel Certificates. The Board of Directors shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Committee, furnish a certificate with respect to the approval or disapproval of any Improvement or with respect to whether any Improvement was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

6.21 Architectural Standards/Design Guidelines. The Committee may promulgate rules and regulations to interpret and implement the provisions of this Article. These rules and regulations shall be known as the "Design Review Guidelines" and shall contain, among other things, guidelines which will clarify the types of designs and materials that will be considered in design approval. The Applicant shall be responsible to apply for all permits and approvals required by the City. The Committee may review and revise the said Design Review Guidelines in its sole discretion so long as said guidelines are not discriminatory and are uniformly applied.

6.22 No Liability for Committee Action. There shall be no liability imposed on the Design Review Committee, any member of said Committee, any authorized

Amended & Updated: DECLARATIONS – CCR's
September 15, 2006

representative of said Committee, the Association, any member of the Board of Directors for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee, if such party acted in good faith and without malice.

In reviewing any matter, the Committee shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, nor shall its approval of an Improvement be deemed approval of such matters.

ARTICLE SEVEN: LAND USE AND OTHER 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 Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

7.1 Limitations and Restrictions. All Lots and Common Areas shall be owned, used and enjoyed subject to the following limitations and restrictions as set forth in this Declaration.

7.2 Land Use and Occupancy. Each Owner shall be entitled to the exclusive ownership and possession of such Owner's Lot and Dwelling Unit. No Dwelling Unit within the Planned Community shall be used for any purpose other than single-family residential purposes as generally defined, provided however, Owners may conduct business activities within their Dwelling Unit provided that all of the following conditions are satisfied in the sole discretion of the Board of Directors:

- (a) the business conducted is clearly secondary to the residential use of the Dwelling Unit and is conducted entirely within the Dwelling Unit;
- (b) the existence or operation of the business is not detectable from outside of the Dwelling Unit by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- (c) the business does not result in an undue volume of traffic or parking within the Planned Community, which determination shall be made by the Board of Directors in its sole discretion from time to time;
- (d) the business conforms to all zoning requirements and is lawful in nature;
- (e) the business conforms to any rules and regulations that may be imposed by the Board of Directors from time to time on a uniform basis.

Uses described as "day care" or "child care" facilities (licensed or unlicensed) are expressly prohibited except with the prior written permission of the Board of Directors.

No Improvement as herein defined, shall be erected on any part of the Planned Community which is not compatible with the character, quality and amenities associated with the neighborhood and approved in writing by the Committee in accordance with ARTICLE SIX hereof.

7.3 Building Locations, Height Restrictions and Lot Coverage. Except for original first built Improvements constructed by the Declarant, the Committee shall approve the location, height and square footage of any Improvement placed on any Lot. No Improvement shall exceed the height as set forth in the City's Building Code or the

approved Development Plan.

Such approval must be obtained before commencement of any construction or alteration in accordance with ARTICLE SIX hereof.

7.4 Temporary Structures. No temporary house trailer, tent, garage or outbuilding shall be placed or erected upon part of the Planned Community except with the prior written approval of the Committee obtained in each instance.

No Dwelling Unit located upon the Planned Community shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans nor shall any Dwelling Unit when completed be in any manner occupied until there is compliance with all Requirements, Conditions, Covenants, and Restrictions herein set forth.

7.5 Restrictions on Garbage and Trash. Each Owner shall keep all of his or her trash, garbage, or other refuse in a container in his or her garage. Each Owner shall provide for the regular removal of such Owner's trash and garbage, and agrees to use one trash company as designated by the Board of Directors if one is so designated. No trash, litter, garbage, scrap refuse or debris of any kind shall be permitted to remain exposed upon any Lot so it is visible from any neighboring Lot, Common Areas or from the street except that any container containing such material may be placed outside at proper times for garbage or trash pickup.

The Board of Directors shall have the right and duty, through its agents and employees, after Notice and Hearing, to enter upon any Lot and remove such unsightly objects and materials. The cost of such removal shall be chargeable to such Owner by Individual Assessment in accordance with Paragraph 5.3(b).

7.6 Nuisances. No noxious or offensive activity shall be carried on upon the Planned Community or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others, or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance.

7.7 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Planned Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Planned 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 Planned Community except with the prior written approval of the Committee.

7.8 No Hazardous Activities. No activity shall be conducted on any portion of the Planned 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 Planned Community and no open fires shall be lighted or permitted on any portion of the Planned Community except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers.

7.9 No Unsightliness. All equipment shall be enclosed within a garage, including all tractors, snow removal equipment and garden or maintenance equipment, except when actually in use.

No clotheslines, wood piles or storage areas shall be so located on any Lot as to be visible from neighboring Lots, Common Areas or from the street.

No types of exterior refrigerating, cooling or heating apparatus shall be permitted unless approved by the Committee.

7.10 Utilities. All electric, television, radio and telephone line installations and connections from the Owner's property line to the Dwelling Unit shall be placed underground. All types of exterior refrigerating, cooling or heating apparatus must be approved by the Committee. All solar collector installations must be approved by the Committee prior to installation.

7.11 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Planned Community except such signs as may be approved in writing by the Committee which may include signs indicating protection by Security Systems and Neighborhood Watch Programs. One sign advertising a Lot for sale or for lease may be placed on such Lot or Dwelling Unit; provided however, that standards relating to dimensions, color, style and location of such sign shall be determined from time to time by the Committee and shall comply with the local sign codes and with all other applicable statutes, ordinances and regulations.

One garage sale sign posted 24 hours prior and removed 24 hours after the sale.

One political sign per candidate/issue will be allowed per lot to be erected no sooner than 45 days before an election and to be removed within 7 days after an election.

7.12 Flag Regulations

(a) The American flag may be displayed on an owner's property. The display must be consistent with Federal Flag Code, P.L. 94-344; 90 stat. 810; 4 U.S.C. Secs. 4 to 10.

(b) A service flag bearing a star denoting the service of the Owner/Occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, may be displayed on the inside of a window or door of the residence. This flag shall be a maximum of 9" x 16". If a larger flag is desired, it must be

approved by the Design Committee.

7.13 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on the Planned Community which may result in an increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

7.14 Compliance with Laws. No unlawful use shall be permitted or conducted of any Lot. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Lots shall be observed.

7.15 Restoration in the Event of Damage or Destruction. If due to casualty or for any other reason a Dwelling Unit located on a Lot shall be destroyed or so damaged that the Dwelling Unit is no longer habitable, then the Owner of such Lot shall, within a reasonable time not to exceed one hundred and twenty days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the Dwelling Unit or demolish the same.

Demolition of a Dwelling Unit shall include removal of any foundation slab, basement walls and floors, regrading the Lot to a level condition and the installation of such landscaping as may be required by the Committee pursuant to a plan submitted to the Committee by the Owner of said Lot.

If an Owner does not either commence repair, reconstruction or demolition activities within a reasonable time as provided hereinabove and diligently pursue the same in conformance with plans approved by the Committee, then the Association may, in its reasonable discretion, after providing the Notice and Hearing, enter upon the Lot for the purpose of demolishing the balance of the Dwelling Unit and landscape the Lot in conformance with approved plans. The cost related to such demolition and landscaping shall be levied against the Owner as an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

7.16 Household Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind, shall be raised, bred, kept or boarded in or on any portion of the Planned Community; except that dogs, cats or other customary household pets may be kept thereon if they are not raised, bred or maintained for any commercial purpose, and are not kept in such number or in such manner as to create a nuisance or inconvenience to any residents of the Planned Community.

The Board of Directors shall have the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Paragraph. The Directors shall take such action or actions as it deems reasonably necessary to correct the violation to include after Notice and Hearing, directing permanent removal of the pet or pets from the Planned Community.

AMENDED & UPDATED - DECLARATIONS, CCR's
June 8, 2007

Household pets shall not be allowed to run at large within the Planned Community, but shall at all times be under the control of such pet's Owner and such pets shall not be allowed to litter the Common Areas. Dogs shall be on leashes while in the Common Areas.

(a) First offense/violation: Written notice, warning letter to pet owner/Homeowner.

(b) Second offense/violation: A \$50 fine may be assessed against the pet owner/Homeowner.

Reimbursement for damages caused by such pets and costs incurred by the Association, to include attorneys' fees and costs, in the removal of a pet or pets from the Planned Community or incurred by the Association in cleanup after such pets may be levied against such pet's Owner as an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

No dog runs or animal pens of any kind shall be permitted on any Lot except with the prior written approval of the Committee.

7.17 Vehicular Parking, Storage and Maintenance.

Parking is restricted to garages, the original poured concrete driveway and on the street, not to include landscaped rock areas.

Residents are encouraged to park in their garages and driveways, however street parking is allowed with the following restrictions. No person shall park:

- >>>>Within five feet of any driveway or emergency vehicle access (per The City of Lakewood Ordinance)
- >>>>Within 15 feet of a fire hydrant (per The City of Lakewood Ordinance)
- >>>>Within fifteen feet of any mailbox
- >>>>Or in any manner that blocks a sidewalk or crosswalk

As long as vehicles are not parked on the street, garages may used for anything desired within other covenants of the community. Vehicles parked on the street must be operable and currently licensed.

Owners are encouraged to keep their garage doors closed except when in use.

Guest parking on street is allowed, with the same restrictions as residents (above).

No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than one ton, recreational vehicle or equipment, mobile home, or commercial vehicle may be parked or stored anywhere within the Planned Community except in garages, unless they are being actively loaded or unloaded. This applies to vehicles referred to above even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles".

ATTACHED TO AND MADE A PART OF
DOCUMENT #2006123317, RECORDED 10/12/2006
JEFFERSON COUNTY, CO

5100
CO

2
1-10

Residents are allowed to actively load, or unload, their recreational vehicles for a period not to exceed 72 hours.

No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Planned Community except in garages or in emergencies. Any "wrecked vehicle" shall be as determined by the Board of Directors in its sole discretion. Any "abandoned or inoperable vehicle" shall be defined as any of the vehicles listed above or any other kind of passenger vehicle which has not been driven under its own propulsion, or which does not have installed within it an operable propulsion system; provided however, that any vehicle belonging to any Owner which is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town so long as the Board has been notified.

3
2

Parking of emergency vehicles on the street will be allowed if the owner/occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance or emergency medical services. Parking of the emergency vehicle cannot obstruct emergency access or interfere with the reasonable needs of other unit owners/occupants to use the streets and driveways within the common interest community.

Subject to any Rules adopted by the Board of Directors, vehicle maintenance is allowed only in the garage. Car washing, cleaning, waxing, oil change, tire change or minor maintenance is acceptable on the driveway.

The Board of Directors shall have the right to levy assessments per paragraph 5.3. In addition, the Board can remove and store a vehicle in violation of this Paragraph after Notice and Hearing, the expenses of which shall be levied against the Owner of the vehicle as an individual assessment in accordance with Paragraph 5.3(b) hereof. Towing from the public street will be done in conjunction with the Lakewood Police Department in accordance with violations of Lakewood City Ordinance 10.33.

7.18 Owner Caused Damages. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property within the Common Areas, such Owner shall be liable and responsible for the payment of same.

The amount of such loss or damage, together with costs of collection and reasonable attorney's fees, if necessary, may be collected by the Board of Directors from such Owner as an Individual Assessment against such Owner in accordance with Paragraph 5.3(b) hereof.

Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 7.18 shall be made by the Board of Directors and shall be final.

7.19 Exterior Equipment Prohibition. No exterior equipment or fixtures, including, but not limited to, the following shall be permitted without the written consent of the Board of Directors: air conditioning units, swamp coolers, or other ventilating equipment; and any type or kind of wiring, ducts, or pipes, excluding holiday wiring.

7.20 Antennas and Satellite Dishes. No conventional television antennae of any kind may be installed on the exterior of any Dwelling Unit in the Planned Community. No satellite dishes, antennas, and similar devices for the transmission or reception of television, radio, satellite, or other signals of any kind shall be permitted, except that

(a) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter;

(b) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or

(c) antennas designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device for a Dwelling Unit is placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from the street, Common Areas, or neighboring Dwelling Units, or is screened from the view from adjacent Dwelling Units in a manner consistent with the architectural standards contained in ARTICLE SIX hereof.

This Paragraph is intended to comply with the Telecommunications Act of 1996 ("Act") and the rules and regulations promulgated by the Federal Communications Commission ("FCC"). Specifically, this Paragraph is not intended to unreasonably delay or prevent installation, maintenance or use of Permitted Devices; unreasonably increase the cost of installation, maintenance or use of Permitted Devices; or preclude reception of an acceptable quality signal.

In the event that any portion of this Paragraph is found to violate the Act or any rule or regulation of the FCC the portion of this Paragraph that is found to be in violation shall be stricken and the remaining provisions of this Paragraph shall remain in full force and effect.

7.21 Lease of a Dwelling Unit. With the exception of a First Mortgagee who has acquired title to a Lot by virtue of foreclosing a first mortgage or by virtue of a deed in lieu of foreclosure, an Owner shall have the right to lease his or her Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:

(a) Any such lease or rental agreement must be in compliance with applicable local, state and federal laws.

(b) No Owner may lease or rent (i) less than his or her entire Dwelling Unit; (ii) for transient or hotel purposes; or (iii) for a term of less than twelve months in duration unless it is a lease extension;

(c) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Articles of

Incorporation and Bylaws of the Association, and the Rules and Regulations of the Association;

(d) Such lease or rental agreement shall state that the failure of the lessee or renter 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 and such default shall be enforceable by either the Board of Directors or the lessor, or by both of them to include, but not be limited to, eviction of the lessee from the Dwelling Unit.

(e) the Board of Directors shall be furnished with a copy of the lease or rental agreement upon its request.

(f) **Assignment of Rents:** If a Lot is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of All Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Lot are more than 30 days delinquent, the Board may collect, and the occupant or lessee shall pay to the Board, the rent for any Lot owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Board's request. The Association shall send notice to the Owner by any reasonable means at least 10 days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Board's demand for payment. Payment of the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Lot rental or a waiver of the Owner's obligations as provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Lot or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Lot. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Lot in the same manner as any other Assessment under this Declaration.

7.22 Fences and Other Exterior Improvements. No fences, mailboxes, porch and area lighting, property identification or other exterior improvements shall be constructed or maintained on any Lot unless approved by the Committee except as were installed or permitted to be installed by the Declarant in its initial construction of the Dwelling Unit.

7.23 Rules. Every Owner and his or her Guests shall adhere strictly to the Rules as promulgated by the Board of Directors, as amended from time to time.

Violation of the rules would be subject to fines under Section 5.3(e) of the Declarations.

7.24 Underdrain Systems. Each Lot within The Planned Community will have an underdrain system. Each Owner shall install on his or her lot perforated pipe around the perimeter of the foundation of their Dwelling Unit to serve as an underdrain system which will connect to the main underdrain system located in the City right-of-way to convey groundwater away from the foundation. Construction of the underdrain and appurtenant structures shall be supervised by the Declarant's engineer at the cost and expense of the Lot Owner who shall certify that the on-site, "private" perimeter underdrain and the "public" underdrain systems were constructed in accordance with the provisions of the soils, engineering and geology report, as accepted by the City, and City approved plans, prior to the issuance of any Certificate of Occupancy for the Dwelling Unit.

The private underdrain system located on a Lot shall be maintained by the Lot Owner. The public underdrain system located in the City-right-of-way, drainage easements and Outlots shall be maintained by the Association.

The Association, acting through its Board of Directors, shall have the standing and power to enforce all of the above land use and other restrictions.

ARTICLE EIGHT: EASEMENTS

8.1 Utility Easements. Easements for utilities over and across the Common Areas shall be those shown upon the Plat of the Planned Community, and such other easements as may be established pursuant to the provisions of this Declaration.

8.2 Easements for the Board of Directors. Each Lot shall be subject to an easement in favor of the Board of Directors (including its agents, employees and contractors) to perform its obligations pursuant to this Declaration.

8.3 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 Planned Community, to enter upon any part of the Planned Community in the performance of their duties.

8.4 Recording Data Regarding Easements . Pursuant to § 38-33.3-205(m) of the Act, the recording data for recorded easements and licenses appurtenant thereto, or included in the Planned Community or to which any portion of the Planned Community is or may become subject to are identified on the attached Exhibit B.

8.5 Water Easement. There is a 30 foot water easement running along the lot line between Lots 8 and 9 of the Planned Community as shown on the Plat. There may be some restrictions imposed by the Bancroft-Clover Water and Sanitation District regarding the type of landscaping and type of structures (fences) which can be placed within the easement. This may also significantly affect the placement of Dwelling Units on said Lots 8 and 9.

8.6 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be deemed appurtenant to the Lots owned by such Owner. All conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights of way as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights of way appear.

ARTICLE NINE: INSURANCE

9.1 Authority to Purchase/General Requirements. All insurance policies relating to the Association and Common Areas within the Planned Community shall be purchased by the Board of Directors. The Board of Directors shall promptly furnish to each Owner and/or such Owner's First Mortgagee requesting same, written notice of the procurement of, subsequent changes in, renewals of, or termination of insurance coverages obtained on behalf of the Association.

The Board of Directors shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or Assessments may be made against the Association, Owner or First Mortgagee, or (b) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent Owners or First Mortgagees from collecting insurance proceeds.

Each such policy shall provide that:

(a) The insurer to the extent possible waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective agents, employees, Guests and, in the case of the Owners, the Members of their households.

(b) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner or his or her Guests or of any Member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board or the Managing Agent cure the defect and neither shall have so cured such defect within forty-five days after such demand;

(c) Such policy, including any fidelity insurance of the Association referred to in Paragraph 9.4 hereof may not be canceled, or substantially modified by any party (including cancellation for nonpayment of premium) without at least thirty days' prior written notice to the Board of Directors, the Managing Agent and to each First Mortgagee listed as a scheduled holder of a first mortgage in the policy;

(d) Such policy must provide that no Assessment may be made against a First Mortgagee, its successors or assigns and that any Assessment made against others shall not become a lien on a Lot or Dwelling Unit superior to the lien of a First Mortgagee;

All policies of insurance shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado with an A.M. Best's rating of "A" or better if reasonably available, or, if not reasonably available, the most nearly equivalent rating.

All insurance policies shall contain the standard mortgagee clause or equivalent endorsement (without contribution) in which it appropriately names the First Mortgagee in the policy, its successors and assigns, beneficiary.

9.2 Hazard Insurance. The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of hazard insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring any of the insurable Improvements located on the Common Areas.

Such insurance shall at all times represent one hundred percent of the current replacement cost based on the most recent appraisal of all insurable improvements in the Common Areas. The current replacement cost shall not include values for land, foundation, excavation and other items normally excluded therefrom and shall be without deduction for depreciation and with no provision for co-insurance. If available, the policy shall be endorsed with a "Guaranteed Replacement Cost Endorsement".

The Board of Directors shall review at least annually all of its insurance policies in order to insure that the coverages contained in the policies are sufficient. The Board of Directors shall consistent with good business practices, and at reasonable intervals obtain a written appraisal for insurance purposes, showing that the insurance represents one hundred percent of the current replacement cost as defined above for all insurable improvements located on the Common Areas, together with any personal property owned by the Association.

Such policies shall also provide:

(a) The following endorsements or their equivalent: No Control Endorsement, Contingent Liability from Operation of Building Laws or Codes Endorsement, Cost of Demolition Endorsement, Increased Cost of Construction Endorsement) Agreed Amount Endorsement, and Inflation Guard Endorsement, if available.

(b) That any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the property insurance policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their First Mortgagees, unless otherwise required by law.

A certificate, together with proof of payment of premiums, shall be delivered by the insurer to any Owner and First Mortgagee requesting the same, at least thirty days prior to expiration of then current policy.

The insurance shall be carried naming the Association as the owner and

beneficiary thereof for the use and benefit of the Association. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Board of Directors and provide that all claims are to be settled on a replacement cost basis.

The Association shall hold any insurance proceeds received in trust for the Owners and their First Mortgagees as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas. Owners and First Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Areas have been repaired or restored. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any distribution of the insurance proceeds..

The deductible, if any, on such insurance policy shall be as the Directors determine to be consistent with good business practice and which shall be consistent with the requirements of the First Mortgagees, not to exceed, however, Ten Thousand Dollars or one percent of the face amount of the policy whichever is less. Any loss falling within the deductible portion of a policy shall be paid by the Association. Funds to cover the deductible amounts shall be included in the Association's Reserve Funds and be so designated.

The Board shall have the authority to levy, after Notice and Hearing, against Owners causing such loss for the reimbursement of all deductibles paid by the Association as an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

9.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including eviction, libel, slander, false arrest and invasion of privacy) and property damage insurance covering all of the Common Areas, public ways within the Planned Community and any other areas that are under the Association's responsibility insuring each Officer, Director, the Managing Agent and the Association.

Such coverage under this policy shall include, without limitation, the legal liability of the insureds for property damage, bodily injuries and deaths of persons that result from the operation, maintenance or use of the Common Areas and the legal liability arising out of lawsuits relating to employment contracts in which the Association is a party.

Such insurance shall be issued on a comprehensive liability basis. Additional coverages may be required to include protection against such other risks as are customarily covered with respect to the Planned Community similar in construction, location and use, including, but not limited to, Host Liquor Liability coverage with respect to events sponsored by the Association, Workmen's Compensation and Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, Severability of Interest Endorsement.

IN THE EVENT THE ASSOCIATION HOSTS A FUNCTION AND CHARGES FOR FOOD OR DRINK AND LIQUOR IS SERVED, THERE WILL BE NO HOST

LIQUOR LIABILITY COVERAGE FOR THE ASSOCIATION. IF MONEY IS CHARGED, A LIQUOR LIABILITY POLICY WOULD BE NEEDED TO GIVE COVERAGE TO THE ASSOCIATION.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

Absolute liability is not imposed on Owners for damage to Common Areas or Lots within the Planned Community.

9.4 Fidelity Insurance. The Association shall obtain and maintain, to the extent reasonably available, fidelity insurance coverage for any Owner or Association employee who either handles or is responsible for funds held or administered by the Association. The insurance shall name the Association as insured, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

The fidelity insurance policy should cover the maximum funds (including Reserve Funds) that will be in the custody of the Association or its management agent at any time while the policy is in force; provided, however, in any event the aggregate amount of such insurance shall not be less than a sum equal to three months' aggregate assessments on all Lots, plus Reserve Funds.

The policy must include a provision that calls for thirty days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The same notice must also be given to each servicer that services a Fannie Mac-owned or securitized mortgage in the Planned Community.

A management agent that handles funds for the Association should be covered by its own fidelity insurance policy which must provide the same coverage required of the Association.

9.5 Additional Insurance. If the Common Areas within the Planned Community are identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as located in a Special Flood Hazard Area, flood insurance for the Common Areas shall be maintained providing coverage equivalent to that provided under the National Flood Insurance Program in an amount of the then current replacement cost of the Common Areas and the improvements located thereon as shown on the current FEMA map.

If the Common Areas at the time of the recording of this Declaration are not identified as in a Special Flood Hazard Area but become reclassified at a later date as such, the Board of Directors shall obtain flood insurance for the Common Areas in accor-

dance with the above. Conversely, flood insurance may be discontinued when the Common Areas are reclassified out of the Special Flood Hazard Area.

The Association may also maintain coverage for:

(a) Adequate Directors and Officers liability insurance, if reasonably available, and if deemed consistent with good business practices, for errors and omissions on all Directors and Officers to be written in an amount which the Board of Directors deems adequate;

(b) Worker's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter acquired by law;

(c) Such other insurance of a similar or dissimilar nature, as the Board of Directors shall deem appropriate with respect to the Planned Community.

9.6 Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article, except for premiums on fidelity insurance maintained by a Managing Agent for its officers, employees and agents shall be paid from Association funds and shall be collected from the Owners as part of the Common Expense Assessment as provided for in Paragraph 5.3(a) hereof.

In the event there are not sufficient funds generated from the Common Expense Assessment to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each Owner by an Individual Assessment in accordance with Paragraph 5.3(b) hereof and such assessment shall be exempt from any special voting requirements of the Membership. Such Assessment shall be prorated among Owners in accordance with the Owners' Common Expense Liability set forth in Paragraph 1.2(b) hereof.

9.7 Separate Insurance. No Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation. No Owner shall obtain separate insurance policies except as provided in this Paragraph.

9.8 Condemnation. If a part of the Common Areas are acquired by condemnation, that portion of any award attributable to the Common Areas taken must be paid to the Association.

9.9 Homeowner's Insurance-Prohibited Practices-definitions a) A Unit Owner may file a claim against the policy of the Unit Owner's Association to the same extent, and with

the same effect, as if the Unit Owner were a named insured if the following conditions are met.

1) The Unit Owner has contacted the executive board or the Association's Managing Agent in writing, and in accordance with any applicable Association policies or procedures for Owner-initiated insurance claims, regarding the subject matter of the claim.

2) The Unit Owner has given the Association at least fifteen days to respond in writing, and, if so requested, has given the Association's agent a reasonable opportunity to inspect the damage; and

3) The subject matter of the claim falls within the Association's insurance responsibilities.

b) The Association's insurer, when determining premiums to be charged to the Association, shall not take into account any request by a Unit Owner for a clarification of coverage.

ARTICLE TEN: RESTORATION UPON DAMAGE OR DESTRUCTION

10.1 Duty to Restore. In the event of damage or destruction to any portion of the Common Areas which is covered by insurance carried by the Association, the insurance proceeds shall be applied by the Board of Directors to such reconstruction and repair.

The Common Areas must be repaired and restored in accordance with either (a) the original plans and specifications, or (b) other plans and specifications which have been approved by the Board of Directors.

In any event, repairs must comply with provisions of the Colorado Common Interest Owners Act.

10.2 Use of Insurance Proceeds. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage, the Board of Directors shall levy an Individual Assessment in the aggregate amount of such insufficiency pursuant to Paragraph 5.3(b) hereof, and shall proceed to make such repairs or reconstruction. The amount of each Owner's Individual Assessment shall be such Owner's Common Expense Liability shall be determined in accordance with Paragraph 1.2(b) hereof.

If all of the damage to the Common Areas covered by the Association's insurance is not repaired or reconstructed, the insurance proceeds attributable to the damage shall be used to restore the damaged portion of the Common Areas to a condition compatible with the remainder of the Planned Community and the remainder of the proceeds shall be distributed to the Association..

ARTICLE ELEVEN: MAINTENANCE

11.1 Maintenance of the Common Areas/Association. The Association shall provide for the repair, maintenance and/or reconstruction of the Common Areas/Association. At its sole expense, without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Areas/Association in safe, attractive, clean, functional and good repair and may make necessary or desirable alterations or improvements thereon.

In the event that such maintenance is not performed by the Association, the City shall have the right to enter upon said Common Areas/Association and perform the necessary maintenance, the cost of which shall be borne by the Association.

In the event the Association fails to reimburse the City within thirty days after submission of its bill for costs incurred, the City shall have the right to place a lien against each Owner's Lot in the Planned Community for such Lot's proportionate amount of the costs incurred.

No building or structure shall be constructed upon the Common Areas/Association.

The maintenance obligation on the part of the Association shall apply to such maintenance required by ordinary wear and tear and shall not apply to maintenance, repair and/or reconstruction resulting from willful neglect or destruction.

In the event such repair, maintenance and/or reconstruction is resulting from the willful neglect or destruction by an Owner or such Owner's Guests, the Board of Directors shall have the right, after Notice and Hearing, to charge the costs of such repair, maintenance and/or replacement, to such Owner by an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

Determination of whether such repair, maintenance and/or reconstruction is the obligation of the Association and the determination of when, the magnitude and the manner of the above described maintenance, repair and/or reconstruction shall rest solely with the Board of Directors, which will also have the sole responsibility for determining the kind and type of materials used in such repair and maintenance.

11.2 Maintenance of Common Areas/City. Common Areas/City are owned by the City which some day in the future may be used as a road. The Association shall maintain Common Areas/City until such time as a road has been constructed, at which time the City shall assume the maintenance.

In the event such maintenance is not performed by the Association, the City shall have the same rights as set forth in Paragraph 11.1 above.

11.3 Maintenance of the Lots and/or Dwelling Units. Each Owner shall be responsible

for the maintenance, repair and reconstruction of the exterior of such Owner's Dwelling Unit and the maintenance, repair and reconstruction of his or her Lot.

In the event any Owner shall fail to maintain his or her Lot and/or Dwelling Unit in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and duty, after Notice and Hearing, to enter upon said Lot and repair, maintain, and/or reconstruct the Lot and/or Dwelling Unit. The cost of such maintenance, repair and/or reconstruction shall be chargeable to such Owner by an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

Access to all of the Lots within the Planned Community to perform the said repair, maintenance and/or reconstruction by the Board of Directors, its agents and employees shall be made pursuant to the maintenance easement granted in accordance with Paragraph 8.2 hereof.

11.4 Maintenance of Drainage Pattern. There shall be no interference with the established drainage pattern initially established by the Declarant over any portion of the Planned Community, except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage.

The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed by the Declarant and shall include any established drainage pattern shown on the plans approved by the Committee. The established drainage pattern may include the drainage pattern from the Common Areas over any Lots within the Planned Community and from any Lot within the Planned Community over the Common Areas, or from any Lot over another Lot.

ARTICLE TWELVE; FIRST MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of holders of first mortgages recorded against Lots within the Planned Community who qualify as an Eligible Mortgagee as defined by Paragraph 1.25 hereof. To the extent applicable, necessary, or proper, the provisions of this ARTICLE TWELVE apply to both this Declaration and to the Articles and Bylaws of the Association.

12.1 Notices of Action. An Eligible Mortgagee shall be entitled to timely written notice of:

- (a) any material condemnation loss or any casualty loss which affects a material portion of the Planned Community or any Lot in which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (b) any default in the performance by an individual Borrower of any obligation of the Declaration not cured within sixty days;
- (c) any lapse, cancellation, or material modification of any mandatory insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.; and
- (e) any material judgment rendered against the Association.

12.2 Amendment to Documents/Special Approvals.

(a) The consent of Owners to which at least sixty-seven percent of the votes in the Association are allocated and the consent of fifty-one percent of the Eligible Mortgagees shall be required to add to or amend any material provisions of this Declaration or the Articles or Bylaws of the Association. A change to any of the following would be considered material.

- (i) voting rights;
- (ii) increase the Common Expense Assessment annually by more than 25% over the previously levied Common Expense Assessment, change the manner of the assessment liens, or the priority of the assessment liens;
- (iii) reduction in the reserves for maintenance, repair and replacement of the Common Areas;
- (iv) responsibility for maintenance and repairs;
- (v) right to use the Common Areas;

- (vi) convertibility of Lots into Common Areas or vice versa; hazard or fidelity insurance requirements;
- (vii) hazard or fidelity insurance requirements;
- (viii) imposition of any restrictions on the leasing of Lots;
- (ix) imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- (x) restoration or repair of the Planned Community (after damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (xi) any provision that expressly benefits mortgage holders, insurers or guarantors.

(b) The Association may not take any of the following actions without the consent of Owners to which at least sixty-seven percent of the votes in the Association are allocated and the approval of at least fifty-one percent of the Eligible Mortgagees.

- (i) Reconstruct or repair the Planned Community after damage due to an insurable hazard or a partial condemnation in a manner other than specified in the Project Documents.
- (ii) Merge or consolidate the Planned Community with any other Planned Community or subject it to a Master Association. Such action shall also require the written approval from the Federal Housing Administration and/or the Veterans Administration if the Planned Community has been or may be approved by such agencies.
- (iii) Not repair or reconstruct, in the event of substantial destruction, any part of the Common Areas.

(c) Any action to terminate the legal status of the Planned Community after substantial destruction or condemnation occurs must be agreed to by Owners to which at least sixty-seven percent of the votes in the Association are allocated, and by fifty-one percent of the Eligible Mortgagees.

(d) Any action to terminate the legal status of the Planned Community for reasons other than substantial destruction or condemnation must be agreed to by Owners to which at least sixty-seven percent of the votes in the Association are allocated, and by sixty-seven percent of the Eligible Mortgagees.

12.3 Special FHLMC Provisions. Except as provided by statute in the case of a condemnation or a substantial loss to the Lots and/or Common Areas, unless at least two-thirds of the Eligible Mortgagees or Owners have given their prior written approval, the Association may not:

- (a) by act or omission seek to abandon or terminate the Planned Community;
- (b) change the pro rata interest or obligations of any Lot in order to levy assessments, allocate distribution of hazard insurance proceeds or condemnation awards;
- (c) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas by act or omission.

The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas is not a transfer.

- (d) use hazard insurance proceeds for losses to any Planned Community property for other than the repair, replacement or reconstruction of the Planned Community property.

12.4 Implied Approval. Implied approval by an Eligible Mortgagee shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty days after said Eligible Mortgagee receives proper notice of the proposal, provided this notice was delivered by certified or registered mail with return receipt requested.

12.5 Books and Records. Owners and their mortgagees shall have the right to examine the books and records of the Association at the office of the Association in accordance with the procedure set forth in the Association's Bylaws.

ARTICLE THIRTEEN: DURATION, AMENDMENT AND TERMINATION OF THE DECLARATION

13.1 Duration. The Covenants, Restrictions and Obligations of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated.

13.2 Amendment of Declaration The Declaration, including the plats and maps, may be amended only by the affirmative vote or agreement of Unit Owners of units to which more than fifty percent of the votes in the Association are allocated or any larger percentage, not to exceed sixty-seven percent, that the Declaration specifies. Any provision in the Declaration that purports to specify a percentage larger than sixty-seven percent is hereby declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of sixty-seven percent. The Declaration may specify a smaller percentage than a simple majority only if all of the

Units are restricted exclusively to nonresidential use.

Any such Amendment shall be effective upon the recording of the Amendment together with a notarized Certificate of the Secretary of the Association certifying that the requisite number of Owners and Eligible Mortgagees, if required, have given their written consent to the Amendment. The Secretary shall further certify that originals of such written consents by Owners and Eligible Mortgagees, as applicable, along with the recorded Amendment, are in the records of the Association and available for inspection.

Each Amendment to the Declaration must be recorded in the Office of the County Clerk and Recorder.

All signatures shall be irrevocable even upon the death of an Owner or the conveyance of the Lot, except that if an amendment is not recorded within three years of the date of signature, then the executing Owner or their successor or assigns may revoke their signature by a written and notarized document delivered to the Secretary of the Association. Signatures need not be notarized.

Amendments can be executed in counterparts, provided that such recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are part of the whole.

No action shall be commenced or maintained to challenge the validity of any aspect of any Amendment of the Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one year from the date of the recording of the said Amendment, unless fraud or willful negligence is asserted and proven.

13.3 Consent of Eligible Mortgagees. Amendments may be subject to the consent requirements of Eligible Mortgagees as more fully set forth in ARTICLE TWELVE hereof.

13.4 Termination. The Planned Community may be terminated only in accordance with Paragraph 12.2(c) and (d) hereof.

The proceeds of any sale of real estate together with the assets of the Association shall be held by the Association as trustee for Owners and holders of liens upon the Lots as their interests may appear, as more fully set forth in § 38-33.3-218 of the Act.

ARTICLE FOURTEEN: GENERAL PROVISIONS

14.1 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Board, the Association and each Owner and their heirs, personal representatives, successors and assigns.

14.2 Severability. Any portion of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

14.3 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

14.4 Registration by Owner of Mailing Address. Each Owner shall register his or her mailing address with the Association, and except for monthly statements and other routine notices, which shall be personally delivered or sent by regular mail, all other notices or demands intended to be served upon an Owner shall be delivered personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to the Registered Agent for the Association on file in the Office of the Secretary of State, State of Colorado.

14.5 Conflict. The Project Documents are intended to comply with the requirements of the Act and the Colorado Revised Nonprofit Corporation Act. If there is any conflict between the said Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Project Documents, this Declaration shall control.

14.6 Mergers. The Planned Community may not be merged or consolidated with another planned community.

14.7 Captions. The captions and headings in this Declaration are for Convenience only, and shall not be considered in construing any provision of this Declaration.

14.8 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, plural the singular, and the use of any gender shall include all genders.

EXHIBIT A
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STANTON HILL

LEGAL DESCRIPTION OF THE REAL PROPERTY
SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STANTON HILL
(FIRST PHASE)

Lots 1, 4, 12, 18 and 25, Estate at Belmar Park Subdivision, a subdivision
of the County of Jefferson, State of Colorado.

EXHIBIT A
TO THE SUPPLEMENTAL DECLARATION
TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF STANTON HILL

LEGAL DESCRIPTION OF THE REAL PROPERTY ANNEXED TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
STANTON HILL

LOTS 2, 3, 5-11, 13-17, AND 19-24, Tracts A, E, & G, ESTATES AT BELMAR PARK
SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.

(Two-page Preamble attached)

Recorded Jefferson County
6/29/2006

Declarations: CCR's: September 15, 2006

50

**SUPPLEMENTAL DECLARATION
TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
STANTON HILL**

This SUPPLEMENTAL DECLARATION to The Declaration of Covenants, Conditions, and Restrictions of Stanton Hill annexes additional land to The Declaration of Covenants, Conditions and Restrictions of Stanton Hill and is made and entered into by **BMV DEVELOPMENT, LLC** a Colorado limited liability company ("Declarant") effective the day and year hereinafter provided.

PREAMBLE

1. Declarant was the owner of certain real property located in Lakewood, Colorado as more particularly described on the attached Exhibit A (the "Property");
2. Declarant created a residential community on the Property;
3. Declarant intends that the Property will hereby become subject to The Declaration of Covenants, Conditions, and Restrictions of Stanton Hill recorded on August 31, 2001 at Reception No. F1310630 in the office of the Clerk and Recorder of Jefferson County, State of Colorado, as amended and supplemented (the "Declaration");
4. Declarant reserved the right in Sections 12.1 and 13.1 (f) of the Declaration to enlarge the Planned Community and is thereby permitted to annex certain additional property thereto without the necessity of the consent or joinder by the Owners or First Mortgagees by submitting a Supplemental Declaration to The Declaration of Covenants, Conditions, and Restrictions of Stanton Hill (the "Supplemental Declaration") adding any of the real property described in Exhibit C of the Declaration to the Declaration;
5. Declarant's expansion must be accomplished by filing for record by the Declarant in the office of the Jefferson County Clerk and Recorder, one or more Supplemental Declarations containing the legal description of the new real property being annexed. This Supplemental Declaration annexes all of the remaining real property in the Planned Community;
6. Declarant's right to enlarge the Planned Community and annex additional land to the Declaration by recording this Supplemental Declaration terminates August 31, 2006 as set forth in Section 13.3 of the Declaration;
7. Declarant did not obtain HUD or VA approval of the Property being annexed; and
8. Declarant has set forth the new percentage of the Common Expense Liability of the existing Lots and the newly added Lots.

NOW, THEREFORE, the Declarant annexes the Property to the Declaration effective upon recording this Supplemental Declaration in the Jefferson County Clerk and Recorder's office and in furtherance thereof hereby states as follows:

1. With reference to the Supplemental Declaration, Declarant was the owner of the Property and has the express authority to annex the Property without the necessity of the consent or joinder by the Owners or First Mortgagees by recording this Supplemental Declaration in Jefferson County, Colorado;
2. With reference to the Supplemental Declaration, one or more plats of the Property have previously been recorded in Jefferson County, Colorado. Each of the Lots in the Property annexed as shown on such plats shall be a Lot and shall have the lot and block number(s) as designated on such plats;
3. The new percentage of the Common Expense Liability of the existing Lots and the newly added Lots in the Property shall be equal to a fraction, the numerator of the Common Expense Liability for each Lot is one (1) and the denominator of the Common Expense Liability for each Lot is twenty-five (25) or the actual total number of Lots in the Planned Community.

2

ALL PROVISIONS OF THE DECLARATION, including but not limited to those provisions regarding paying assessments and any rights to cast votes as Members shall apply to the Property annexed immediately upon recording of this document in the office of the Clerk and Recorder of Jefferson County, Colorado.

IN WITNESS WHEREOF, the undersigned has signed this Supplemental Declaration on June 22, 2006.

BMV DEVELOPMENT, LLC
A Colorado limited liability company

By: *J. Matthews*
John T. Matthews, Manager
Paul B. ...
Paul B. ... Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this ___ day of June 2006 by John T. Matthews, Jr. as Manager of **BMV DEVELOPMENT, LLC**, a Colorado limited liability company. *Paul B. ... Manager*

My commission expires: _____

Witness my hand and official seal



Claire Riley
Notary Public

EXHIBIT A
TO THE AMENDED SUPPLEMENTAL DECLARATION
TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF STANTON HILL

**LEGAL DESCRIPTION OF THE REAL PROPERTY ANNEXED TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
STANTON HILL**

**LOTS 2, 3, 5-11, 13-17, AND 19-24, ESTATES AT BELMAR PARK SUBDIVISION,
COUNTY OF JEFFERSON, STATE OF COLORADO.**

Recorded Jefferson County: August 28, 2006
Reception Number 2006105057

Two "Preamble pages" follow

Declarations: CCR's: September 15, 2006

51

13

**AMENDED SUPPLEMENTAL DECLARATION
TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
STANTON HILL**

This AMENDED SUPPLEMENTAL DECLARATION to The Declaration of Covenants, Conditions, and Restrictions of Stanton Hill amends the Supplemental Declaration that annexed additional land to The Declaration of Covenants, Conditions and Restrictions of Stanton Hill. This Amended Supplemental Declaration is made and entered into by **BMV DEVELOPMENT, LLC** a Colorado limited liability company ("Declarant") effective the day and year hereinafter provided.

PREAMBLE

1. Declarant was the owner of certain real property located in Lakewood, Colorado as more particularly described on the attached Exhibit A (the "Property");
2. Exhibit A of the Supplemental Declaration filed and recorded on JULY 29, 2006 at Reception No. 2006072972 in the office of the Clerk and Recorder of Jefferson County, State of Colorado also contained real property that did not belong to the Declarant, was not a part of the Property and therefore should not become a part of the Planned Community;
3. Declarant therefore amends Exhibit A hereby to correctly describe the Property that will hereby become subject to The Declaration of Covenants, Conditions, and Restrictions of Stanton Hill recorded on August 31, 2001 at Reception No. F1310630 in the office of the Clerk and Recorder of Jefferson County, State of Colorado, as amended and supplemented (the "Declaration");
4. This Amended Supplemental Declaration annexes all of the remaining real property in the Planned Community owned by the Declarant and expressly excludes any property previously attempted to be annexed that did not belong to the Declarant;
5. Declarant's right to annex additional land to the Declaration by recording this Supplemental Declaration terminates August 31, 2006 as set forth in Section 13.3 of the Declaration;
6. Declarant did not obtain HUD or VA approval of the Property being annexed; and
7. Declarant new percentage of the Common Expense Liability of the existing Lots and the newly added Lots is not changed by the correction of the property being added to the Planned Community to exclude certain tracts not owned by the Declarant.

NOW, THEREFORE, the Declarant amends the Supplemental Declaration to annex the Property to the Declaration set forth on the attached Exhibit A effective upon recording this Supplemental Declaration in the Jefferson County Clerk and Recorder's office and in furtherance thereof hereby states as follows:

Preamble Page 1
to page 51 - Amended
Exhibit A



2006105057

08/28/2006 12:31:39 3 Page(s)
Jefferson County, Colorado

R \$16.00

D \$0.00

AMDECL

1. With reference to the Amended Supplemental Declaration, Declarant was the owner of the Property and has the express authority to annex the Property set forth on Exhibit A as revised and attached hereto and incorporated herein by reference without the necessity of the consent or joinder by the Owners or First Mortgagees by recording this Supplemental Declaration in Jefferson County, Colorado. Declarant was not the owner of Tracts A, E and G and such Tracts are not part of the Planned Community and are not annexed to the Declaration;
2. Other than the correction of Exhibit A to accurately set forth the Property being annexed no other changes are made hereby to the Supplemental Declaration or Declaration.

ALL PROVISIONS OF THE DECLARATION, including but not limited to those provisions regarding paying assessments and any rights to cast votes as Members shall apply to the Property annexed immediately upon recording of this document in the office of the Clerk and Recorder of Jefferson County, Colorado.

IN WITNESS WHEREOF, the undersigned has signed this Supplemental Declaration on August 16, 2006.

BMV DEVELOPMENT, LLC
A Colorado limited liability company

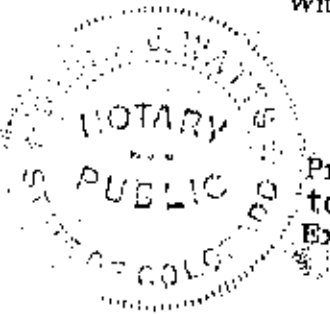
By: [Signature]
John T. Matthews, Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 16 day of August 2006 by John T. Matthews, Jr. as Manager of BMV DEVELOPMENT, LLC, a Colorado limited liability company.

My commission expires: 1/27/07

Witness my hand and official seal



[Signature]
Notary Public

Preamble Page 2
to page 51 - Amended
Exhibit A

Debra J. Watts, Notary Public
State of Colorado
My Commission Expires 1/27/2007

EXHIBIT B
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STANTON HILL

LEGAL DESCRIPTION OF THE COMMON AREAS/ASSOCIATION
SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STANTON HILL

Tracts B, C, D and F, Estates at Belmar Park Subdivision, a subdivision of the
County of Jefferson, State of Colorado.

LEGAL DESCRIPTION OF THE COMMON AREAS/CITY
SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STANTON HILL

Tract G, Estates at Belmar Park Subdivision, a subdivision of the
County of Jefferson, State of Colorado.

EXHIBIT C
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STANTON HILL

LEGAL DESCRIPTION OF THE REAL PROPERTY
WHICH MAY BE SUBMITTED TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STANTON HILL
IN LATER PHASES

All of the Estates at Belmar Park Subdivision,
LESS the real property described on Exhibits A and B.

EXHIBIT D
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STANTON HILL

THE RECORDING DATA FOR RECORDED EASEMENTS AND
LICENSES WHICH THE PLANNED COMMUNITY
IS OR MAY BECOME SUBJECT TO:

1. All easements as contained in ARTICLE EIGHT hereof.
2. All easements as contained on the recorded Plat.

All recordings are in the records of the Clerk and Recorder's Office, Jefferson County, Colorado.

Exhibit D consists of this page plus 2 pages of "Final Plat"

Declarations: CCR's: September 15, 2006

54

ESTATES AT BELMAR PARK SUBDIVISION BEING A PART OF PARCELS FOUR AND FIVE, RICHLAND GARDENS, AND TRACT A, KINGSTOWNE ESTATES, AND LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

FINAL PLAT Exhibit D (1) SHEET 1 OF 2

FORGIVENESS, GUILTYWAIN... [Detailed text block containing legal descriptions and survey information]



ORDER OF DEED OF TRUST... [Text block detailing the deed of trust and related legal matters]

POSTAL/INFORM. COMPANY... [Text block related to postal or information company details]

FORGIVENESS, GUILTYWAIN... [Text block containing legal descriptions and survey information]

GENERAL NOTES... [List of general notes and survey specifications]

ORDER OF DEED OF TRUST... [Text block detailing the deed of trust and related legal matters]

POSTAL/INFORM. COMPANY... [Text block related to postal or information company details]

FORGIVENESS, GUILTYWAIN... [Text block containing legal descriptions and survey information]

ATTORNEY'S CERTIFICATE... [Text block containing attorney's certificate and signature]

RECORDING'S CERTIFICATE... [Text block containing recording's certificate and signature]

PARK LAND DEDICATION... [Text block containing park land dedication information]

SCHOOL LAND DEDICATION... [Text block containing school land dedication information]

APPEARANCE OF DESIGNATED LAND... [Text block containing appearance of designated land information]

RECORDING'S CERTIFICATE... [Text block containing recording's certificate and signature]

STATE OF COLORADO... [Text block containing state of Colorado information]

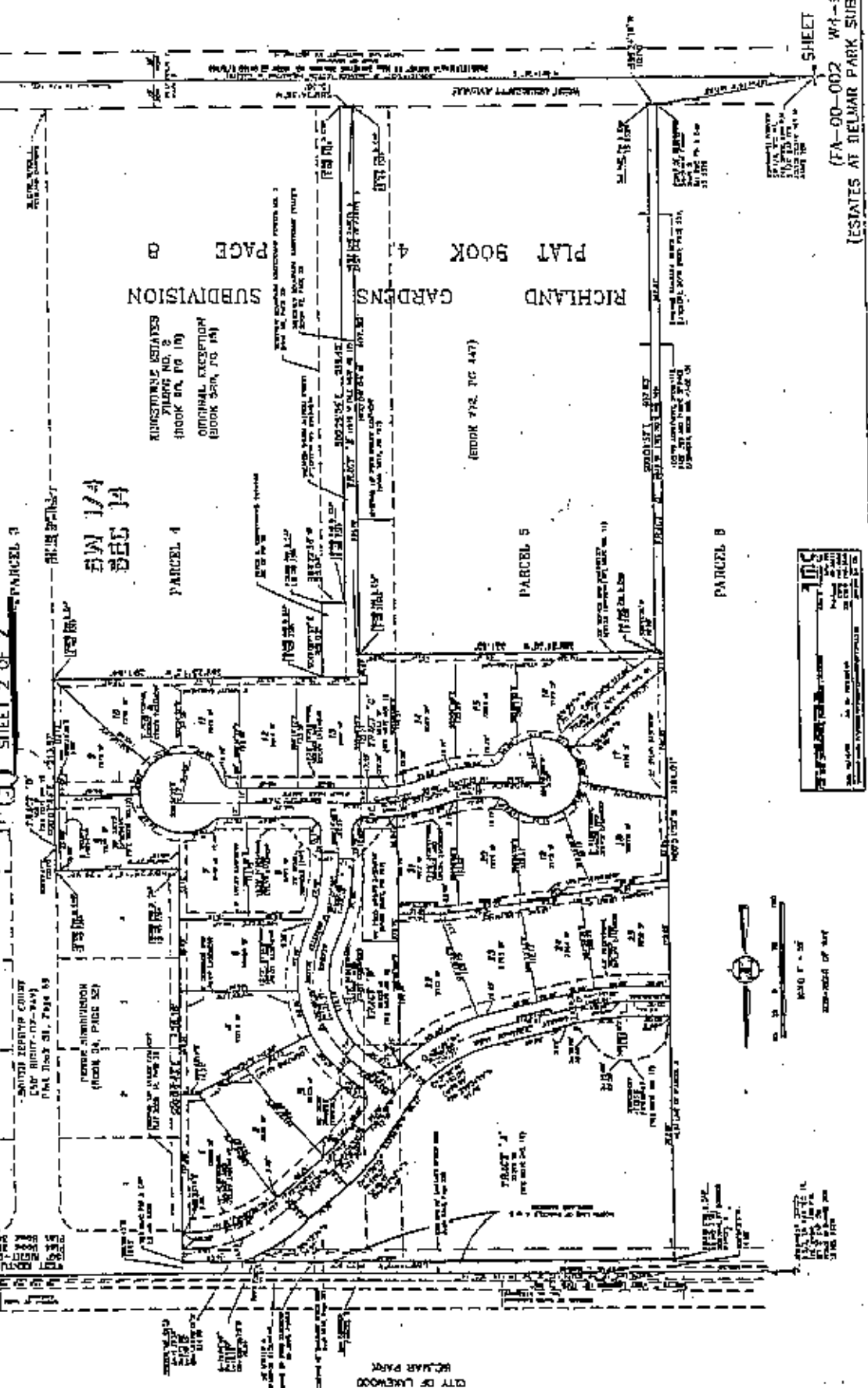
Stamp area containing 'S.M.S.' logo and recording details: 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003.

ESTATES AT BELMAR PARK SUBDIVISION

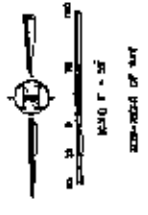
BEING A PART OF PARCELS FOUR AND FIVE, RICHLAND GARDENS, AND TRACT A, KINGSTOWNE ESTATES, AND LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

Exhibit D, FINAL PLAT

PLAT SHEET 2 OF 2



OWNER		
PREPARED BY		
DATE		
REVISIONS		
NO.	DATE	DESCRIPTION



SHEET 2 OF 2
(FA-00-002 W4-95-44)
(ESTATES AT BELMAR PARK SUBDIVISION)

Exhibit D, Plat, Page 1

EXHIBIT E

**RESOLUTION
OF
THE STANTON HILL HOMEOWNERS ASSOCIATION
ALTERNATIVE DISPUTE RESOLUTION (ADR)**

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

PURPOSE: To adopt a standard procedure to be followed for alternative Dispute resolution.

AUTHORITY: The Declaration, Articles and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: September 15, 2006

RESOLUTION: The Association hereby adopts the following Policy and Procedure.

-
1. General. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as binding arbitration, non-binding arbitration, or mediation.
 2. General Policy. In the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.
 3. Exempt Claims. The following claims shall be exempt from the provisions of this Policy:
 - (a) Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceeding; and
 - (b) Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws, or rules and regulations; and
 - (c) Any claim of the Association which if not pursued by the filing of a lawsuit would be deemed barred due to the applicable statute of limitations.

4. Procedure for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:
- (a) The Association or any Owner having a claim ("Claimant") against an Owner or the Association, respectively ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim ("Notice"), stating (i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim, (ii) the basis of the Claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
 - (b) Negotiation. The parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.
 - (c) Mediation.
 - (i) If the parties do not resolve the Claim through negotiation within 20 days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by the parties.
 - (ii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.
 - (iii) If the parties do not settle the Claim within 45 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.
 - (iv) Within 10 days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.
 - (d) Arbitration.
 - (i) If the parties do not resolve the Claim through negotiation, as provided for

above, within 20 days of the Termination of Mediation, the Claimant shall then have 15 additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.

- (ii) This Policy is an agreement of the Association and Owners to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

5. Costs. If the Claims are resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including attorney fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Policy.
6. Failure to Comply with Settlement. If the parties resolve any Claim through negotiation, mediation, or arbitration as set forth above, and the other party fails to abide by the terms of such agreement or award, then the other party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or Award, including without limitation, attorney fees and costs.
7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the _____ Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on _____ and in witness thereof, the undersigned has subscribed his/her name.

_____ Association
a Colorado non-profit corporation,

By: _____
_____, President

EXHIBIT F
NOTICE AND HEARING PROCEDURE

6
5

The Board shall not impose a Fine, Individual Assessment, suspend voting rights, or infringe upon any other rights of a member or other occupant for violations of Rules and Regulations of the Association or of the Declaration unless and until the following procedure is followed:

>> (a) Demand for Abatement *Written demand to cease and desist from the alleged violation shall be personally served upon the alleged violator specifying:*

(i) the alleged violation; (ii) the action required to abate the violation; (iii) a time period, not less than ten days, during which the violation may be abated without further sanction, if such violation is a continuing one. If such violation is not a continuing one, a statement that any additional similar violation could result in the imposition of a sanction after Notice and Hearing.

>>(b) Notice *If the violation continues past the time period allowed in the Demand for Abatement or if the same violation subsequently occurs, the Board or its agent shall serve the violator with written notice of a Hearing to be held by the Board. The notice shall contain:*

(i) the alleged violation; (ii) the time and place of the Hearing, which time shall not be less than ten days from the giving of the Notice; (iii) an invitation to attend the Hearing and produce any statement, evidence, and witness on his or her behalf; and (iv) the proposed sanction to be imposed.

>>(c) Hearing *The Hearing shall be held pursuant to this Notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of Notice and the Invitation to be Heard shall be placed in the Minutes of the Hearing. Such proof shall be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such Notice. The Notice requirement shall be deemed satisfied if the alleged violator appears at the Hearing.*

The Minutes of the Hearing shall contain a written statement of the results of the Hearing and the sanction, if any, imposed, provided, however, in no event shall the Board suspend a member's right to use the Planned Community's Common Area or suspend a member's voting rights for infraction of the Declaration, Bylaws or the Association's Rules and Regulations for a period in excess of sixty days. The decision of the Board shall be final.

These procedures shall not be necessary in order to impose any sanction or penalty for nonpayment of Assessments.>>>>>>>>

DESIGN

STANDARDS

The Stanton Hill Homeowners Association

DESIGN STANDARDS & PROCEDURES

Table of Contents

PLANNING AND DESIGN PHILOSOPHY	2
ADOPTION BY DESIGN REVIEW BOARD.....	3
A. INTRODUCTION/GENERAL.....	3
1. Granting Clause	3
2. General Purposes	3
3. Definitions.....	3
4. Design Review Board	4
B. DESIGN STANDARDS	5
1. Professional Design Assistance	5
2. Design and Configuration	6
3. Building Height	6
4. Massing	6
5. Exterior Material and Finishes	6
6. Finishes	7
7. Roofs	8
8. Windows	8
9. Garages	9
10. Entries	9
11. Doors	9
12. Character and Size	9
13. Color	9
14. Changes	10
C. SITE STANDARDS	10
1. Setbacks and Side Yards	10, 11
2. Garages and Parking Spaces	11 (6/8/07)
3. Electric Meters and Garbage Areas	11
4. Landscaping	11
5. Retaining Walls	12
6. Erosion Control	12
7. Driveways	12
8. Drainage	12
A. Grading	13
B. Drainage	13
9. Screens, Fencing, and Enclosures	13
A. Fencing	14
B. Privacy Screens	14
C. Swimming Pool Enclosures	14
D. Dog Runs	15
10. Outdoor Lighting	15
11. Signs, Mailboxes, Flags	15
12. House Address Numbers	16
13. Accessory Buildings	16
14. Utility Equipment	16
15. Decks	17
16. Miscellaneous	17

D. REVIEW PROCESS	17
1. Optional Preliminary Plan Review	17
2. Mandatory Final Plan Review	18
3. Construction Progress Review	18
4. Project Completion Review	18
5. Review Fees	19
6. Construction Time Frame	19
7. Other Conditions	19, 20
APPENDIX 1; Information Material	21
1. Applicable Codes and Regulations;	
2. Permits, Approvals and Inspections	
3. Soil, Drainage and Geology	
APPENDIX 2 ; Construction Period Regulations	22
1. Construction Limits.....	22
2. Construction Trailers, Sheds or Temporary Structures.....	22
3. Daily Operation.....	22
4. Excavation.....	22
5. Debris and Trash Removal.....	23
6. Storage of Construction Materials, Trash and Equipment.....	23
7. Chemical Tallets and Fire Extinguishers.....	23
8. Vehicles, Parking and Construction Access.....	23
9. Dust, Noise, Odor, and Pets.....	23
10. Signage.....	24
11. Driveway Base Course.....	24
12. Prohibitions.....	24
APPENDIX 3; Landscape Design Standards and Procedures	25
Landscape Review Process	
1. Pre-Design Meeting	26
2. Plan Submittal	26
Landscape Design	
1. Grading and Drainage	27
2. Tree Planting and Requirements	27
3. Turf	28
4. Landscape Features	28
5. Exterior Lighting	28
6. Landscape Installation	28
7. Landscape Design Suggestions	29
8. XERISCAPING/Landscaping	29
CITY OF LAKEWOOD APPROVED PLANT LIST	30
	(4 PAGES)
FIGURE 1: Three Rall Fence Specifications	31
FIGURE 2: Mailbox Specifications	32
DESIGN REVIEW REQUEST FORMS:	
Design Review Request	33
Impacted Homeowners Notification	34
Suggestions/Issues Resolution Form	35

DESIGN STANDARDS AND PROCEDURES

FOR

**THE STANTON HILL HOMEOWNERS
ASSOCIATION**

ESTATES AT BELMAR PARK

PLANNING AND DESIGN PHILOSOPHY

Stanton Hill is truly unique property. Its highly desirable location offers residents the benefits of urban living in a tranquil, pastoral setting. Homesite attributes include breathtaking views, a 117-acre park with a central lake to the north, and large acreage's to the south and west.

The planning and design philosophy of Stanton Hill is to encourage consistent quality and design expression throughout its boundaries, while allowing for individuality of architectural expression by its Owners.

It is in every Owner's interest, and the intent of these Design Standards, that all residences constructed on the homesites use responsive an indigenous architecture, incorporate native and natural materials, and employ sensitive siting of improvements. Residences should not assert themselves at the expense of neighboring homes, but rather relate to each other to form a harmonious community, which shares and supports a common interest and appreciation of the environment.

The standards, procedures and information herein define the means by which homes built at Stanton Hill can be compatible with each other and with their unique setting. These Design Standards are the criteria for judgment and form and the basis of control by the Architectural Review Board. Compliance with the spirit of these standards is crucial to the mutual enhancement and protection of the qualities of Stanton Hill.

Amended & Updated- DESIGN STANDARDS
September 15, 2006

These Design Standards may change from time to time to reflect new experiences and changing conditions without modifying their overall intent. Owners contemplating activities covered herein should obtain the most recent approved version of the Design Standards.

ADOPTION BY DESIGN REVIEW BOARD

These Design Standards and Procedures are hereby adopted by the Design Review Board for The Stanton Hill Homeowners Association this 15th day of September 2006.

A. INTRODUCTION/GENERAL

1. Granting Clause

Per the Master Declaration of the Covenants, Conditions and Restrictions for Stanton Hill (the "Declaration"), the Stanton Hill Design Review Board (the "Board") hereby exercises its rights and establishes these Design Standards (the "Standards"). Copies of the most recent Standards may be obtained from the management company for the Stanton Hill Master Homeowners Association (the "Association"). The Declaration will control if there are any discrepancies between the Standards and the Declaration.

2. General Purposes

The Board has adopted the Standards to maintain consistency in the use and development of Stanton Hill (the "property"), and unnecessary and unreasonable interference with the views, natural beauty, and ecological integrity of the Property and the homesites therein. The Standards are subject to the Board's supervision and approval, and to the zoning and planning regulations of the local jurisdictional agency, and applicable federal and state statutes, rules and ordinances.

3. Definitions

- a. "Improvements" or "Development" shall mean the

Amended & Updated- DESIGN STANDARDS
September 15, 2006

construction of any building, accessory building, pen, doghouse, tennis court, porch, patio, gazebo, excavation, landscaping, pit, cave, bridge, dog run, fence, wall, -or any other structure of any kind, and exterior additions to or changes or alterations thereto.

b. "Utility Lines" of "Utilities, shall mean all water, sewer, and underdrain pipelines which lie beneath the surface of the ground and also all electric, telephone, gas and other wire lines, with poles and other necessary appurtenances which run above or below the surface of the ground.

c. "Owner" means the record-owner, whether one or more persons or entities, of the fee simple title to any site as defined in Article I of the Declaration.

d. "Lot or "Site" means any numbered lot shown on the recorded subdivision map of Stanton, but shall not include the Common Areas.

4. Design Review Board

The Board shall consist of three members, designated by The Stanton Hill Homeowners Association to review, study, and approve or reject proposed Improvements upon the Property. The terms of the members of the Design Review Board shall be at The Stanton Hill Homeowners Association's discretion.

The Chairman shall preside over all Board meetings and be responsible for the coordination and direction of the Board's work, and for the promulgation of the Standards and any amendments to same. The Secretary shall keep the minutes of the Board's proceedings and its records, and shall publish and disseminate- such materials as may be necessary for the guidance of Owners and the enforcement of these provisions.

The Board shall meet at the convenience of its members or may utilize the mail or phone as necessary to transact its business. An owner or his representative shall not be present for the Board to act upon an application.

a) Right of Waiver

The Board maintains the right to waive or vary procedures or standards and criteria when conditions or architectural appropriateness require it.

b) Enforcement and Non-Liability of Board

These standards may be enforced by the Board as provided in the Declaration. Neither the Board or their respective successors or assigns shall be liable in damages to anyone

Amended & Updated- DESIGN STANDARDS
September 15, 2006

submitting plans to them for approval, or to any owner by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every owner or other person who submits plans' to the Board for approval agrees, by said submission, that he will not bring action or suit against the Board to recover damages or otherwise. Approval by the Board shall not be deemed to constitute compliance with the requirements of any local building codes and development regulations, and it shall be the responsibility of the Owner to comply therewith.

c) Information Submitted by an Owner

Any Owner submitting plans for Board approval shall be responsible for the verification and accuracy of all dimensions, grade, elevations and the location of key natural terrain features of the Site.

d) Re-submittal of Plans and Appeal

Should the Board deny any Review Process submission, any resubmission shall follow the same procedures as the rejected submittal. The Owner shall reply in writing to the Board concerns during, or after the Review Process, if requested. Any proposed exterior additions or changes to a residence not part of the original Contract Document Review Approval shall be submitted for Board review.

e) Owner Representation

The owner shall advise all his representatives, including but not limited to, his architect, engineer, contractor, subcontractors, and their employees of the standards and procedures outlined in the Declaration and these Design Standards, including the Appendixes and appropriate forms contained herein, and all such representatives shall abide by said documents.

B. DESIGN STANDARDS

All requirements noted within this section which are pertinent to the development of an Owner's site shall be incorporated into the Final Plan Submittal in the form of general notes, details or drawings.

1. Professional Design Assistance

Owners must utilize a registered and accredited architect to design their residence. The Board reserves the right to waive this requirement based on the background and experience of the applicant or his agent, and if the submittal is complete and adequate. The architect should

personally visit the site prior to the submittal. "Off the shelf" or stock plans which do not meet the expressed intent of these Design Standards are not acceptable design solutions for improvements on a site. The Board encourages individuality in exterior appearance.

2. Design and Configuration

a) Special consideration will be given to the siting of a residence with emphasis on the relationship to existing grades, preservation of natural site features, trees, plans and the relationship to neighboring sites.

b) Residences will have exterior elevations, roofs, and details that are coordinated and consistent in their architectural treatment. Care should be given to proportion, scale and massing qualities.

3. Building Height

Building height limits promote buildings in harmony with the surrounding natural features. Building height limits are 35 feet as defined by the zoning and development requirements for Stanton Hill and shall be measured and enforced as required by the appropriate jurisdiction.

4. Massing

In reviewing overall building forms, the Board will consider massing, proportion, and overall scale of the building in relation to the site. Designs that balance the desire for distinctive form with a subtle impact on the immediate environment will be encouraged.

Multiple axis rooflines help reduce building scale and increase individuality and diversity. Eave lines that vary vertically can improve visual quality and break up building mass. Large unbroken plans do not foster a sense of human scale. Accordingly, wing wall, courtyards, stepped walls, integrated decks with proportioned railing, and covered entries, are encouraged to develop well-balanced massing and avoid a negative "three-story look". Upper levels should be smaller than lower levels to reduce overall building scale. The scale and organization of window and door punctuation and specific surface detailing will be carefully reviewed for aesthetic impact.

5. Exterior Materials and Finishes

Homes should embody a high level of detail and a sophisticated combination of quality materials. Natural stone, synthetic stone and brick masonry, acrylic-based stucco, textured hardboard siding, and selected use of

Amended & Updated- DESIGN STANDARDS

September 15, 2006

natural wood will be encouraged to maintain the upscale image of the community and the desire for visual harmony.

Masonry application must not stop at outside corners of the building, but must instead, return to inside corners of the building or other massing elements. When stucco is the prominent building material with masonry accents, the masonry application rule may be replaced at the discretion of the Board. Exposed concrete or concrete block will be considered at the Board's discretion when stained, sandblasted, and/or textured. Stone masonry joints shall be raked clean where appropriate, and held to a maximum of 1" in width.

Synthetic stone materials require specific review and approval by the Board. The use of large flat slabs of stone shall be discouraged. The Board may reject samples that appear out of character and quality with the Community.

Brick masonry would include liberal use of special details such as quoins, soldier, and other decorative coursing, patterned lay-ups, articulated window headers and sills, and special chimney statements. Concrete foundation walls should not be exposed, but rather faced or finished to blend with the general architectural design of the building.

Stucco must exhibit a natural fit with the balance of the building. A stucco-based house must reflect careful consideration of detailing, color, and massing. A high level of articulation to the wall surfaces through the use of detail and relief will be required, together with careful color blending.

Wood is allowed when accompanied by the required amount of masonry. Knotty species and other "rustic" textures are generally discouraged. When lap siding is used a distance of no greater than 8" between boards is required with a preference toward lesser distances. Stains and paints are acceptable finishes. Plywood siding will not be approved except for use in building soffits.

Materials not addressed in these Standards shall be reviewed on an individual basis by the Board. No bright, unfinished or mirrored surfaces will be allowed. All finishes should be subdued in nature, although brighter accent colors will be acceptable for occasional highlights when approved by the Board.

6. Finishes

Transparent finishes that enhance the natural materials are preferred. Semi-transparent stains, which relate to the surrounding natural coloring, are acceptable. Color samples

must be submitted for Board review at Final Plan Review.

7. Roofs

A building's roof is integral to a home's architectural character. In order to establish certain design consistency, flat, mansard, gambrel and A-frame roof styles will not be allowed. Creative and harmonious use of hips, clipped hips, gables, multiple' ridges and roof axes, dormer and lower eave heights are encouraged. Roof slopes should generally meet or exceed a 6/12 pitch. An appropriate architectural style, such as Craftsman or Prairie may merit a lesser pitch and will be reviewed accordingly. Well-defined eave detailing with strong shadow lines and articulation is required, as is careful consideration of gutter and downspout location and detailing. Roof overhangs of less than 12 inches are discouraged unless the architectural character allows a flush fascia detail.

Roofing material color and texture should reflect other materials on the homes and adjacent properties. Concrete or clay tile, fire retardant wood shakes, slate, and high quality, architectural thick-butt asphalt shingles with substantial shadow relief are the materials of choice, while consideration may be given to copper roofs. Unfinished or standing-seam metal roofs will generally be discouraged.

Plumbing stacks should be grouped to minimize roof penetrations. Metal roof vents shall be discouraged in lieu of gable vents or concealed ridge venting. Furnace and fireplace flues shall be enclosed within a masonry chimney where possible, and chimney caps should be finished to blend with the architecture. Direct vent or "belly button" fixtures for gas fireplaces are prohibited on front elevations. Direct vent fixtures must be painted to blend with surround building coloration in all allowed location applications. Skylights shall be flat glazed glass units. Solar collectors must be integrated with the roof design and not on raised platforms. All roof furnishings, with the exception of valley flashing, shall be painted to match the roof or shall be of copper construction.

8. Windows

Insulated glass windows (double-paned glass) are recommended. Vinyl, wood and wood clad windows are recommended, and metal windows are prohibited. Materials such as anodized metal, baked enamel, or plastics of approved color will be approved at the discretion of the Board. Reflective glass is not acceptable.

9. Garages

Front facing garage doors will be considered by the Board if sufficiently recessed from main mass of structure and/or combined with a porte cochere design if appropriate to the architectural style. Multiple openings should be designed around courtyards or with openings on separate planes or axes to minimize perceived size, and proportioned in relation to the rest of the house and site. Guest parking should be located away from the front of the garage doors where possible. Garage doors should evoke a sense of quality with attention to jamb details and shadow lines.

10. Entries

The Board encourages a defined entry hierarchy with good visibility from the street and guest parking, attractive curb appeal, a well thought-out design with quality materials, and good articulation. Elegance and grace at a human scale are desired entry elements.

11. Doors

Solid core wood, plank, or fiberglass composite doors are acceptable for exterior doors, hollow core metal doors may only be used for garage service doors located on the side elevations of the homes. Any painted materials must be of an approved color. Door designs complementary to the overall residence design are preferred. Overly ornate, gaudy or period designs are discouraged. Storm doors; must be approved by the Board.

12. Character and Size

The nature of the Stanton Hill "village" design requires that any residence proposed, demonstrate a clear sense of prominence, substance and gracious detail in its design, siting, materials and workmanship. Minimum square footage standards for residential construction on the sites, excluding garage, decks and basements (including walkout basements) are as follows:

Ranch Plan	1,700 square feet
Two story	2,200 square feet

13. Color

Exterior residence colors shall generally be in the natural earth tones of brown, tan, green, taupe and gray, muted in tone and low in contrast, and complementary to the natural surroundings. The use of decorative accent colors and color

blocking or architectural masses will be reviewed for location and application. The Board will consider all coloration schemes based on their architectural merit and compatibility to the community as a whole.

14. Changes

No material changes in plans or materials previously approved may be undertaken without approval of the Board. No work shall be undertaken (other than routine maintenance and repair) which will result in material changes in the exterior appearance of an approved residence, including painting or re-staining, without prior, written approval of the Board.

C. SITE STANDARD

These Site Standards, together with the Design Standards, form the basic visual and planning direction necessary to integrate the natural setting with residential construction. The preservation of open space, and common areas, combined with sympathetic residential design and site planning, are overriding Board goals.

Plans should minimize disturbance of existing terrain and drainage patterns, while taking full advantage of short and long views and solar exposure. Respect for adjacent residences is stressed, as is coordination of building massing, material compatibility, indoor/outdoor relationships, drainage and access.

Submittals should use existing topographic features to enhance building design and site improvements. The site should be an extension of the home, including outdoor living spaces. The design of such spaces should coordinate with the building construction and design, extending similar materials where feasible, and using creative paving compatible in color and texture to the residence (e.g., brick, concrete pavers, slate, and treated wood).

1. Setbacks and Side Yards

Building envelopes and minimum setbacks are defined for each site in accordance with governing jurisdictions. No building improvements shall be permitted within the minimum building setbacks designated on the Final Plat. The purpose and intent of the building envelope is to ensure that development within the individual lots occur in a sensitive manner.

DESIGN STANDARDS - UPDATED
June 8, 2007

The following minimum setbacks for building, decks, patios, and other accessory structures are required:

Front setback:	25 feet		
Rear setback:	25 feet		
Side setback'			
- minimum:	5 feet		
- adjacent to roadway:..	Per	Site	Triangle
Requirement			

Refer to the recorded ODP for additional setback requirements.

2. Garages and Parking Spaces

Parking is restricted to garages, the original poured concrete driveway and on the street, not to include landscaped rock areas.

Residents are allowed to actively load, or unload, their recreational vehicles for a period not to exceed 72 hours.

Guest parking on street is permitted.

Parking of emergency vehicles on the street will be allowed IF the Owner/Occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance or emergency medical services. Parking of the emergency vehicle cannot obstruct emergency access or interfere with the reasonable needs of other Unit Owners/Occupants to use streets and driveways within the common interest community.

>>>>>A MORE DETAILED EXPLANATION OF THE PARKING REGULATIONS IS OUTLINED IN THE CCR'S 7.17 - VEHICULAR PARKING, STORAGE AND MAINTENANCE.<<<<<

3. Electric Meters and Garbage Areas

These and other related utility features will be screened, buried, or enclosed from view, planned as a part of the total design for permanent location, and subject to Board approval. Propane tanks are prohibited.

4. Landscaping

An Owner must submit a complete landscape plan and schedule per the Design Standard Guidelines as described herein. Installation and maintenance of plant material and other landscape related improvements are an Owner's

responsibility. More specific standards and the review process for landscaping are set forth in Appendix 3 herein.

5. Retaining Walls

Retaining walls should be as low as possible and integrated into the entire landscape plan. Terrace walls should be no greater than a maximum height of 4' wherever possible. The Board must approve walls exceeding 4'. Walls should complement the building character. Flagstones, moss rock, rhyolite, brick, compatible stucco; or "versa-lock" are encouraged.

6. Erosion Control

During and subsequent to all site construction, techniques to control site erosion and protect adjacent properties are mandatory and must conform to the requirements of the local jurisdiction. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable-geotextiles, and slope stabilization fabrics or tackifiers.

7. Driveways

Access to each residence shall be via the public street as shown on the project plat. The drive should be situated to minimize earthwork, without overly emphasizing the parking area or garage. Circular drives are acceptable if appropriate to the site and architectural design. Driveways should be curvilinear, where possible, with gentle curves allowing for the integration of landscape pockets. Parking areas should be located out of major sightlines and visually softened with planting. Driveways should not exceed 10% slopes, except where use of short pitches of greater percentage would lessen site impacts.

All driveways shall have a paved, hard surface of at least one of the following:

- concrete with exposed aggregate;
- concrete with color detailed border treatment;
- color textured or stamped concrete;
- concrete with tooled joints.

8. Drainage

No owner shall interfere with or redirect the natural course of intended flow of any drainage and runoff, nor construct any improvement, place any landscaping, or allow the existence of any condition which will alter the

drainage pattern as intended, except to the extent such alteration is approved in writing by the Board, and any other public authorities having jurisdiction.

Standards for grading and drainage are general minimum standards only and shall not constitute a representation or warranty that adherence to such minimum standards will result in a residence or landscaping which is free from any defects. Owners are responsible for having a soils test, and a soils engineering report prepared by a registered professional engineer, and other necessary inspections completed to assure adequate design for construction of a residence and installation of landscaping.

A. Grading

All site improvements should be designed to minimize grading. Techniques to do so include "stepping" buildings down slopes, providing access across instead of down slopes and the use of low retaining walls where necessary. Where grading is necessary, cut and fill slopes should be kept to a maximum of 3 horizontal to 1 vertical. All graded slopes should be blended into existing slopes, so that no sharp contrast exists between existing and disturbed slopes. No final grading shall extend beyond existing lot lines without consent of the adjoining site owner, but coordination of grades at lot lines is strongly encouraged.

B. Drainage

Upon completion of any residence or associated structure, the lot shall be final graded to ensure positive drainage away from the structure's foundation. Drainage swales shall have a minimum grade of 2 1/2%. As a general rule, swales shall be no closer than 10' from any foundation wall. Minimum slopes away from the foundation should be 10% for the first 10' or in accordance with the owner's soils engineering report, whichever is most restrictive.

Disruption to existing drainage courses should also be limited. Where disruption or realignment must occur, reconstruction should occur in a naturalized manner to allow more water to percolate instead of concentrate, and flow in a non-destructive course. Required culverts and/or other drainage devices should be designed so that impact on the existing environment is minimized.

9. Screens, Fencing and Enclosures

To allow a more open, spacious feeling for the community

and the project's open space and park, perimeter lot fencing will be closely reviewed by the Board. In order to further define the open character of Stanton Hill, individual residential sites, and outdoor use areas, a system of fencing and privacy screens is outlined below.

A. Fencing

All fences to be installed prior to or after the initial occupancy of any residence shall be submitted to the Board for approval prior to installation. See Figure 1 (Three Rail Fence)
Page 37

Fencing adjacent to open space and along common property lines and from "wing" fences shall be an open three rail wood fence, maximum 45" in height per the detail in Figure 1. All fencing will be stained the same color as approved by the Board.

B. Privacy Screens

Privacy screens may be used to screen privacy areas, including decks, patios, and hot tubs. These areas may not be fully enclosed with roof and walls. Screening of these privacy areas requires use of materials and finishes taken from the building palette itself, with overall harmony and compatibility between the physical structure and the landscaping encouraged. These screens shall be limited to the building envelope and not exceed 5' in height.

C. Swimming Pool Enclosure

1. No solid fences will be allowed.
2. Privacy screens may be incorporated within the pool enclosure.
3. Architectural detailed wrought iron with masonry columns to match the building material with a minimum spacing of 20' and between columns at the enclosure corners will be encouraged.
4. Maximum enclosure size will be 4,500 square feet and must be contained within the building setbacks unless otherwise approved by the Board. Area increases may be possible when utilizing retaining walls or earth forms that are not in violation of code requirements.
5. All pool equipment is encouraged to be below grade or completely screened and incorporated into the overall landscape plan or in the residence.
6. The Board must specifically approve any cabana or

September 15, 2006

accessory building.

D. Dog Runs

Dog runs shall be restricted to the side and/or rear building envelopes of lots, and shall not exceed 300 square feet in coverage. These areas should be enclosed with wrought iron as the preferred material or with vinyl clad chain link fence framed with 4x4 posts, 2x4 top rail, and lower tension wire. Enclosures must not exceed 6' in height and must be adequately screened from adjoining residences and streets with landscape buffers, hedges, berms, etc.

10. Outdoor Lighting

All outdoor lighting is subject to Board approval. Lighting of parking areas or walkways to houses may be desirable. Lights must be functional and enhance the overall appearance of a residence, but not be disturbing to neighbors or motorists. No lights shall be emitted from any site, which are unreasonably bright or cause unreasonable glare.

All exterior lighting shall be of a "sharp cut-off" or low wattage design, minimizing light spill onto adjacent sites. "Flood lights" are prohibited unless specifically activated by a security monitoring system and directed away from view. The color of the fixture shall match the building colors. Such fixtures, used for illumination of driveways, walks, address signage, and general landscape purposes, shall be compatible with the design of the residence.

11. Signs, Mailboxes, Flags

Board approved temporary Builder/Owner name signs are permissible on sites. Freestanding construction signs with a 12 square feet maximum faces are acceptable. These signs may be placed on-site at groundbreaking at a location approved by the Board and shall be removed immediately upon issuance of the Certificate of Occupancy for a residence on a site.

No other signs whatsoever shall be permitted within any lot, with the exception of signs required by legal proceedings, for sale signs (maximum 6 square feet) and signs identifying security alarms. In addition, no sign shall exceed a height of 6' from grade. No signs whatsoever shall be attached or fastened to any fence or natural feature, including existing trees.

One political sign per candidate/issue will be allowed per lot to be erected no sooner than 45 days before an election and to be removed within 7 days after an election.

Amended & Updated- DESIGN STANDARDS

September 15, 2006

Garage sale signs are permissible 24 hours before the sale and to be removed immediately after the sale.

Prior to the initial occupancy of a residence, mailboxes shall be installed at curbside on a common property line in conformance with applicable United States Postal Service requirements. The mailboxes must be paired at the property line. The standard design requirement for the post and platform structure is attached in Figure 2, page 82.

Flag regulations: The American flag may be displayed on an owner's property. The display must be consistent with Federal Flag Code, P.L. 94-344; 90 stat. 819; 4 U.S.C. Secs. 4 to 10.

A service flag bearing a star denoting the service of the Owner/Occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, may be displayed on the inside of a window or door of the residence. The dimensions shall be a maximum of 9" x 16". If a larger flag is desired, it must be approved by the Design Committee.

Driveway entry light fixtures, if desired, will be placed on architecturally compatible and approved pillars designed from the same exterior finish material as used on the main residence and will require approval by the Board.

12. House Address Numbers

There shall be no more than two (2) sets of house address numbers at each lot, placed at the mailbox and on the residence. The address numbers shall not exceed 6" maximum height for individual numbers.

13. Accessory Buildings

Accessory buildings or facilities such as gazebos, greenhouses, tennis courts, pools, cabanas, hot tubs, etc., shall adhere to the standards for buildings and site planning. Massing and scale, as well as forms, materials, and other detailing should be coordinated with the main structure on the site. No temporary or permanent sheds will be allowed.

14. Utility Equipment

Exterior utility equipment, where possible, must be incorporated into the main building or, along with other detached structures be architecturally compatible with the residence. All utility equipment shall be painted to match the color of the wall to which it is mounted. Air conditioning, electrical and gas meters shall be fully

Amended & Updated- DESIGN STANDARDS

September 15, 2006

screened from view of the streets within practical limits determined by the Board. Air conditioning units installed at ground level shall be fully screened from adjoining residences and streets. Utility connections shall be carefully coordinated and minimize site disruption.

15. Decks

Columns supporting decks must be constructed from the building materials of the home. Single wood posts are prohibited. Enhanced wood columns of appropriate size and cap and base detailing will be considered at the discretion of the Board. Railing design must be included with required submittals. Additionally, all stairs, decks and railings shall be integrated to the architectural character of the residence to which they relate. All trellises, patio covers or similar structure directly attached to a residence shall be painted or stained to match the trim or body color of the residence to which they are attached. Wood deck railings must also be painted or stained to match the trim or body color and may not be left natural. Floor decking may be painted, stained, or left natural.

16. Miscellaneous

Awnings, shutters, visual screens, and other such exterior elements require Board approval, as does the location of children's play equipment. Appropriate screening and/or integration into the overall landscape plan will be required.

D. Review Process

These Design Standards provide a framework for the Board to review process and approve residential construction in Stanton Hill. An owner (inclusive of the Owner and his architect, contractor, and/or other representatives) must follow these procedures to secure the necessary approvals. Submittals should use the same sheet size (preferable 24" x 36").

1. Optional Preliminary Plan Review

Purpose: To communicate to the Board through drawings and related materials the Owner's design intent and conformance to standards.

Form of Submittal: Two (2) copies of the following items:

a) A survey of existing conditions, including streets, utilities, topography at 21 minimum intervals, drainage and other material features. All building restrictions, including rights-of-way, easements, property lines,

setbacks, and the recommended building envelope for the Site.

b) Site plan (Scale 1" = 10' or 1" = 20') to include, building location, driveway, parking, grading, (designated storage areas for excess fill and construction debris, a designated parking area for construction vehicles, other temporary structures to facilitate construction), proposed contour lines at 2' minimum intervals, decks, utilities and accessory development of any kind. Square footage of all improvements,, including pools, patios, gazebos, etc.

c) Schematic floor plans, roof plan, building sections (1/4" = 1'), an exterior elevations (1/4" = 1') to indicate existing and proposed grade levels, material and color indications.

2. Mandatory Final Plan Review

Purpose: To ensure document conformity with the Design Standards.

Form of Submittal: Two (2) copies of the following items:

a) Final Site Plan at 1" = 10' or 1" = 20'; roof plan at 1/4" = 1' or 1/8" = 1'; floor and roof plans, exterior elevation details, and building sections at 1/4" = 1'

b) A 24" x 36" color board 1/8" thick with samples of all exterior materials and colors, plus window and glass specifications. A front elevation must be included on the color board. A typed schedule of samples or specifications of exterior materials and colors, including manufacturers name and number, must be included on the Final Plans. Application of colors to all trim, windows, doors, garage doors, railings, and decorative architectural features must be specified.

c) A construction schedule to include construction start and completion dates.

3. Construction Progress Review

A Board member or its agent may periodically visit the construction site to monitor compliance with the Final Plans and Construction Period Regulations (Appendix 2). Items of non-compliance must be immediately corrected or removed by the Owner. Absence of such inspection or notification during the construction period does not constitute either Board approval of work in progress or compliance with these Standards.

4. Project Completion Review

The Owner shall inform the Board in writing 30 days prior to the occupancy permit inspection so it can meet with the owner to review the final construction and ensure the final exterior building form is substantially in conformance with the approved Final Plan. Non-conforming improvements shall be promptly removed or corrected by Owner.

5. Review Fees

Review fees will be based upon fees incurred for the architectural review.

6. Construction Time Frame

Approved Builders must meet construction time frames called for within their purchase contracts, if any otherwise construction must conform to the standards as defined in Appendix 2. All construction must be completed within twelve months from commencement of construction.

7. Other Conditions

Approval of plans by the Board shall not be deemed to constitute compliance with the requirements of any local building, zoning, subdivision, sign, safety, health, public works or fire codes and regulations, nor shall approval waive any requirements on the part of the owner to comply with setbacks, height restrictions, or requirements unless such waiver or variance is specifically required at the time of submittal and granted by the Board and local jurisdictions, where applicable. The covenants, conditions and restrictions as established by the Board shall remain in force as the legal restrictions governing all construction.

Neither the Board nor its assigns shall be liable in damages to anyone submitting plans for approval, or to any owner by reason of mistake in Judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications, that they will not bring an action or suit against the Board or its individual members to recover damages.

Final approval of plans is valid for twelve (12) months. A submittal of a different dwelling on the same lot requires the review process begin again, and an additional submittal fee in accordance with Paragraph 5 (Review Fees) will be applied.

Amended & Updated- DESIGN STANDARDS
September 15, 2006

The Board reserves the right to waive or vary any of the procedures or Design Standards at its discretion, for good cause shown. Any waiver or variance granted shall be considered unique and will not set any precedent for future decisions.

**Amended & Updated - DESIGN STANDARDS
September 15, 2006**

APPENDIX 1: INFORMATION MATERIAL

The following is a guide to Owners, architects, and contractors doing residential design and construction at Stanton Hill.

1. Applicable Codes and Regulations

The following documents are administered by the applicable city and county building departments or other regulatory agencies and should be verified for amendments, corrections, and applicability before construction.

- Uniform Fire Code and Natural Life Safety Code Uniform Building Code
- Uniform Plumbing Code
- Uniform Mechanical Code
- Occupational Safety and Health Act (OSHA)

2. Permits, Approvals and Inspections, including but not limited to:

- Stanton Hill Review Process and Approval
- All applicable city and county building department permits and inspections

3. Soil, Drainage and Geology

All owners should verify their site and soils conditions. Soils reports and legal surveys are required.

**Amended & Updated - DESIGN STANDARDS
September 15, 2006**

APPENDIX 2: CONSTRUCTION PERIOD REGULATIONS

These regulations shall be a part of the construction contract document specifications for each residence, and all contractors and Owners shall abide by these regulations. The contractor should be familiar with and abide by applicable sections of Stanton Hill Declaration and Design Standards and Procedures with respect to construction on a site.

1. Construction Limits

The architect shall provide a detailed plan of construction limits on the site plan prior to construction. The plan shall include size and location for a construction material storage area, limits of excavation, drive areas, parking, chemical toilet location, temporary structure, dumpster, fire extinguisher, utility trenching, and construction design. This plan may not be included in the site plan, but should be a separate plan.

2. Construction Trailers, Sheds or Temporary Structures

Use of construction shelters shall be approved in writing by the Board prior to installation on the site. Request for approval must address structure's size, configuration and location. All temporary structures shall be removed after the occupancy permit issuance.

3. Daily Operation

Daily construction working hours shall be 7:00 a.m. to 7:00 p.m. Monday through Saturday.

4. Excavation

Excess excavation material may be stored within a snow fenced area for up to two weeks before being removed from the site. Excavation material shall not be placed in common areas, roads, or on other sites. Any excess excavation material should be disposed of in an authorized location. Excavation, except for utility trenching, shall be on the owner's site.

Amended & Updated - DESIGN STANDARDS

September 15, 2006

5. Debris and Trash Removal

Daily cleanup of the construction site is mandatory. Proper disposal of refuse and storage material is of prime importance and is the contractor's responsibility. A wind

resistant trash container shall be on the site at all times for construction debris. Debris and trash shall be removed on a weekly basis by being-hauled to a designated dump area. Burning of trash or construction debris is prohibited.

6. Storage of Construction Material, Trash and Equipment

Storage areas shall be fenced accordingly to the approved "construction limits" areas designated on the site plan. The contractor shall maintain and store construction materials, trash and equipment in these areas, which, as applicable, shall be neatly stacked, properly covered and secured.

7. Chemical Toilets and Fire Extinguishers

The contractor shall provide chemical toilets in an approved location. A serviceable 1016 ABC rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location.

8. Vehicles, Parking and Construction Access

All vehicles will be parked in the designated area shown on the Site plan so as not to inhibit traffic or damage to the surrounding natural landscape or adjacent lots. Vehicles shall not be left on the Property's roads overnight. The only approved construction access during home construction will be over the approved driveway for the site unless the Board approves an alternative access point.

9. Dust, Noise, Odor, and Pets

Every effort shall be made to control dust, noise and odor emitted from a construction area. Radios, tape players, or other such devices must be played at a volume, which does not disturb adjacent Owners. The contractor will be responsible for watering dust problem areas and controlling noise and offensive odors from the site. Pets are not permitted on the 'site.

Amended & Updated - DESIGN STANDARDS

September 15, 2006

10. Signage

One freestanding construction sign is allowed per site, up to 12 square feet of total surface area. No signs shall be placed on or nailed to trees.

11. Driveway Base Course

Owner/Builder to be responsible to maintain cleanliness of streets per building jurisdiction standards.

12. Prohibitions

The following items are prohibited in the Property: (a) oil changing of vehicles and equipment without proper receptacles and removal procedures; (b) concrete equipment cleaning or dumping without proper cleanup and restoration; (c) careless treatment of trees or preservation areas, (d) removing any rocks, trees, plants, top soils, etc. from Property other than an owner's; (e) exceeding 20 miles per hour on roads or driveways in the Property; (f) careless use of cigarettes or flammable items; (g) burning of trash or construction debris; (h) firearms; (i) signs other than approved construction or real estate signs; (j) loud music, and (k) pets or children on the site.

APPENDIX 3: LANDSCAPE DESIGN STANDARDS AND PROCEDURES

The landscape plan for each Lot is the responsibility of its Owner, and is subject to these Landscape Design Standards and Procedures (the "Landscape Standards"). Because individual home sites vary in landscape character, terrain, views, and features, the Landscape Standards are written in general terms that define design principles, offer site planning guidelines, and clarify the owner's responsibilities. Owners are encouraged to retain the services of a professional Landscape Architect experienced in site analysis and planning, landscape design, installation and plant materials.

The intent of these Landscape Standards is to assist owners to landscape their lots in ways that are consistent with the spirit of Stanton Hill land plan and the overall Design Standards and Procedures.

Considerations include:

- Providing space to accommodate outdoor living requirements.
- Preserving natural site features and avoiding unnecessary disruption of the site.
- Minimizing requirements for irrigation.
- Planting trees, shrubs, grasses and flowers compatible with the existing ecosystem.
- Enhancing the overall appearance of the community.
- Maximizing considerations of safety and security for residents, visitors and wildlife.
- Monitoring construction to avoid erosion, ponding, sliding or other damage to the site or adjacent sites.

As a general rule an Owner should budget at least 15% of the total cost of the finished residence for landscaping, which could include plants, turf, irrigation, patios and walkways.

Front yard landscaping designs are required at the time of building permit submittal. The owner is encouraged to work with a landscape design professional for the preparation of a complete landscape plan for approval.

The process for establishing the Board and defining the specific duties and powers conferred on it is defined in the Declaration for Stanton Hill. The Board reserves the right to revise these Landscape Standards as changing conditions and priorities dictate, in order to maintain maximum aesthetic benefits to the community, while enhancing property values.

Amended & Updated -DESIGN STANDARDS

September 15, 2006

LANDSCAPE REVIEW PROCESS

1. Pre-design Meeting

Prior to preparing the landscape plan for a residence the Owner and/or designated designer may want to meet with the Landscape Specialist for Stanton Hill to discuss plans, requirements, and existing conditions for the site, which will help minimize changes and delays. Existing conditions and concerns should be noted and desirable outside functions, such as eating areas, gardens, play areas, water features, etc. and their location will be discussed. An appointment for a pre-design meeting should be made by calling the Board office at 303-771-7547. If possible, a pre-design meeting should occur after architectural and site plans have been approved by the Board.

2. Plan Submittal

Following the pre-design meeting, a landscape plan must be developed. Three copies of the plans shall be submitted containing the following information:

a). Lot, block, filing number, Owner's name and address, and the designer's name, address and telephone number.

b) Scale of 1"=10' and North arrow.

c) All existing conditions, including house, walks, driveways, patios, decks, walls, topography with minimum 2 foot contour intervals, drainage ways, neighboring landscape plantings along the property lines, natural features, easements, property lines, utility boxes, transformers, AC condensers, and other legal Restrictions that may exist.

d) All proposed improvements designed in accordance with the Landscape Standards including drainage ways, proposed grading with minimum contour intervals of 2 feet, spot elevations as necessary, trees and shrub beds with botanical and common names of all plant materials including perennial and ground cover beds, sizes (WIDTH, CALIPER AND HEIGHT), all landscape features, such as walls, fences, gardens, hot tubs, pools, tennis courts, patios, decks, gazebos, water features, boulders, structures, play equipment, lighting, etc. All plants shall be drawn to indicate 75% of the mature size of the plants on the plan.

Amended & Updated - DESIGN STANDARDS
September 15, 2006

e) At the Owner's option, a perspective sketch or elevation can be submitted.

f) The Board will review the plan and will provide a written response to later than 30 days after the submittal, indicating approval of the plan, approval with modifications, or denial. If the Board does not respond within the 30-day period, disapproval must be assumed. If the plan is denied, a written response will be given explaining the reasons for denial. Any resubmittals shall follow the submittal procedures and address the areas of concern. Construction must not begin prior to receiving a written approval from the Design Review Board.

LANDSCAPE DESIGN

1. Grading and drainage:

a) Standards for grading and drainage are general and do not constitute a representation, warranty or agreement by the Board, that adherence shall result in a residence and/or landscape which is free from defects. Owners are responsible for having a soils test, soils engineering report prepared by a registered professional engineer, and other necessary inspections completed to assure adequate design for construction of residences and installation of landscaping.

The Board shall not be liable for any damages resulting from the design or construction of any home or landscaping which has been approved by the Board pursuant to these guidelines or for any damages resulting from an Owner's failure to meet or exceed the minimum Landscape Design Standards set forth in these guidelines when necessary for the proper design and completion of residences or landscaping.

b) Drainage for each lot must occur within the lot. The final drainage pattern should take the water from the lot out to the street. If drainage occurs down the side of the lot near the property line, grading should be done so that the water does not run onto neighboring properties.

2. Tree Planting Requirements

Owners shall plant a minimum of 2 trees (3 or more on corner lots) in the front/entry area of their Lots in order to enhance the front appearance of the residence. Trees shall be at least 8-12' tall and a minimum 2 1/2" caliper. Additional trees are encouraged for the remainder of the

Amended & Updated - DESIGN STANDARDS

September 15, 2006

lot. Street trees (approx. 2 per lot and grass, in the 6' landscape strip adjacent to the street) will be included in the front yard landscaping plan.

A list of recommended trees, shrubs and ground covers is attached. (page 30 (includes 4 pages))

3. Turf

Owners are encouraged to give considerable thought to the area and location of turf planted on their lots due to irrigation requirements (consumption).

4. Landscape Features

Owners are encouraged to include landscape features such as patios, walks, ponds/water sculpture, planting areas, decks, gardens, and other such landscape amenities. Plans for these features must be submitted with the Landscape plan to the Board.

5. Exterior Lighting

Lighting for landscape development shall comply with specified Site Standards published for Stanton Hill.

6. Landscape Installation

a) All plant materials should conform to the American Association of Nurserymen and the State of Colorado standards and should be installed per industry standards.

b) All landscaping must be installed within 120 days of occupancy during April through September or within 180 days of occupancy during October through March. Exceptions for certain plant materials are subject to Board review.

c) Material staging and holding area must only occur on the site where installation occurs.

d) After installation, all materials must be cleaned up from the site and surrounding area. If any material is left on site, it will be disposed of and charged to the Owner.

e) Landscaping must conform to the approved plan and meet the requirements of these guidelines. All stipulations and changes made during the approval process must be followed.

Amended & Updated - DESIGN STANDARDS
September 15, 2006

f) The Board reserves the right to inspect the site during and/or after installation to ensure conformance to the approved plan. If the installed landscape does not meet the required design standards and does not follow the approved plan, the Board reserves the right to require the contractor/Owner to correct any installation which is not in conformance with the approved plans.

7. Landscape Design Suggestions

a) Use plant materials that produce unusual effects at different times of the year so that the landscape will have interest during each season.

b) In large shrub beds, plant groups of shrubs and perennials. Plant a minimum of 3 of the same shrubs together in a cluster and 5 of the same perennial. This will create more of an impact on the landscape.

c) Design in elevation as well as plan view. Use the architectural elevations or pictures of the house to determine what plant massing, height, and density would work best to enhance and compliment the architecture.

d) Group plants with similar water requirements so that the irrigation system can be designed by specific zones.

e) Place spruce and pine trees at least 15 feet from the house.

8. XERISCAPING/LANDSCAPING

The Association will allow Xeriscaping as opposed to sod. The rules will allow reasonable changes to the landscape. The Association has the right to enforce owners to maintain their yard in an attractive manner. Plans for Xeriscaping must be submitted with the Landscape Plan to the Design Standards Board.

City of Lakewood Approved Plant List

Approved Shade Trees & Street Trees

Ash, Autumn Purple	Linden, American	Maple, Fairview
Ash, Cinnamon	Linden, Greenspire	Maple, Green Mountain
Ash, Green	Linden, Redmond	Sugar
Ash, Marshall Seedless	Locust, Common-Frisia	Maple, Norway Emerald
Ash, Patmore Green	Locust, Common-Purple	Green
Ash, Summit	Robe	Maple, Red Sunset
Birch, Cutleaf Weeping	Locust, Shademaster	Maple, Royal Red
Birch, Paper	Locust, Skyline	Mountain Ash, European
Birch, River	Locust, Sunburst	Oak, Bur
Birch, Western Red	Locust, Imperial	Oak, English
Birch, Whitespire	Maple, Armstrong Two	Oak, Red
Catalpa	Maple, Autumn Blaze	Oak, Swamp White
Filbert, Turkish	Maple, Columnar Norway	Willow, Laurel-Prairie
Ginkgo/Maidenhair Tree	Maple, Crimson King	Cascade
Hackberry	Maple, Deborah	Willow, Niobe Weeping

Approved Evergreen Trees

Arborvitae, Blue Cone	Pine, Pinyon - Collected	Spruce, Colorado- Nursery
Arborvitae, Golden	Pine, Ponderosa - Collected	Grown
Arborvitae, Hetz Midget	Pine, Scotch Dwarf	Spruce, Fastigiata
Fir, Concolor - Nursery	Pine, Tanyosho	Spruce, Fat Albert
Grown	Pine, Vanderwolf's	Spruce, Globe
Pine, Austrian	Pyramidal	Spruce, Norway Dwarf
Pine, Bosnian	Spruce, Alberta Dwarf	Spruce, R.H. Montgomery
Pine, Eastern White Dwarf	Spruce, Bird's Nest	Spruce, Weeping Norway
Pine, Foxtail - Collected	Spruce, Blue Nest	Yew, Hicks
Pine, Mugho		Yew, Japanese Spreading

Approved Broadleaf Evergreens

Adam's Needle	Holly, Blue Boy	Oregon Grape Holly
Bamboo	Holly, Blue Girl	Privet, Golden Vicary
Cotoneaster, Coral Beauty	Mahonia Aquifolium	Pyracantha, Gnome
Cotoneaster, Cranberry	Mahonia Aquifolium	Pyracantha, Kasan
Cotoneaster, Ground	Compacta/Compact	Pyracantha, Pauciflora
Cotoneaster, Shrub	Nandina Domestica, Gulf	Pyracantha, Wyatt
Cotoneaster, Tom Thumb	Stream	Pyracantha, Yukon Belle
Euonymus, Emerald Gaiety	Nandina Domestica, Harbour	Rhododendron
Euonymus, Emerald N' Gold	Dwarf	Yucca, Baccata/Banana
Euonymus, Manhattan	Nandina	Yucca
Euonymus, Sarcocoe/Greenlane	Domestica/Heavenly	Yucca, Filamentos
Holly, Berri Magic	Oregon Grape Holly	

Approved Ornamental & Fruit Trees

Apple, Dwarf	Crab, Prairiefire - Pink	Maple, Paperbark
Apple, Granny Smith	Crab, Profusion - Pink	Maple, Tartarian
Apple, Jonathan	Crab, Radiant - Red	Mayday Tree
Apple, Red Delicious	Crab, Robinson - Pink	Mulberry, Weeping Fruitless
Apple, Winesap	Crab, Royalty - Red	Newport Plum
Apple, Yellow Delicious	Crab, Spring Snow - White	Peach, Elberta
Apricot, Manchurian	Dogwood, Kousa/Chinese	Peach, Elberta Dwarf
Apricot, Moorpark	Filbert, Contorted	Peach, Reliance
Canada Red Cherry/Shubert	Golden Rain Tree	Pear, Bartlett
Chokecherry	Hawthorn, Cockspur	Pear, Chandelier
Cherry, Bing	Thornless	Pear, Cleveland Select
Cherry, Black Tartarian	Hawthorn, Crimson Cloud	Pear, Stonehill
Cherry, Montmorency	Hawthorn, Washington	Pear, Trinity
Cherry, North Star Dwarf	Hawthorn, Winter King	Plum, Stanley
Crab, Brandywine - Pink	Hornbeam, Pyramidal	Prunus Maackii/Amur
Crab, Dolgo - White	Lilac Tree	Chokecherry
Crab, Hops - Pink	Magnolia Saucer	Red Bud
Crab, Indian Magic - Pink	Maple, Ginnala/Amur Maple	Serviceberry, Shadblow

Approved Ornamental Shrubs

Almond, Flowering	Dogwood, Kelsey	Maple, Ginnala/Amur Maple
Althea, Rose-Of-Sharon	Dogwood, Red Twig	Mockorange, Golden
Apache Plume	Dogwood, Variegated	Mockorange, Minnesota
Barberry, Golden	Dogwood, Yellow Twig	Mockorange, Minnesota
Barberry, Meador	Elder, Golden	Mockorange, Virginal
Barberry, Red	Fernbush	Mountain Mahogany
Barberry, Rosy Glow	Forsythia, Arnold Dwarf	Mountain Mahogany,
Beautybush	Forsythia, Spring Glory	Curlleaf
Buckthorn, Columnar	Gooseberry, Pixwell	Ninebark, Darts Gold
Buffaloberry, Silver	Honeysuckle, Arnold Red	Ninebark, Golden
Burning Bush, Dwarf	Honeysuckle, Clavey's Dwarf	Plum, American
Burning Bush/Winged Euonymus	Honeysuckle, Emerald Mound	Potentilla, Abbottswood
Butterfly Bush	Hydrangea, Annabelle	Potentilla, Coronation
Cherry, Nanking	Hydrangea, Blue	Triumph
Chokeberry, Black	Hydrangea, Pee Gee	Potentilla, Gold Drop
Chokecherry, Native	Hypericum, Hidcote/St. John's	Potentilla, Gold Finger
Coralberry, Chenault	Wort	Potentilla, Jackson
Coralberry, Hancock	Hypericum, Kalm's/St. John's	Potentilla, Katherine Dykes
Coralberry, Indianturant	Wort	Potentilla, McKay's White
Cotoneaster, Cranberry	Hypericum, Sunburst/St. John's	Potentilla, Tangerine
Cotoneaster, Ground	Wort	Privet, Cheyenne
Cotoneaster, Peking	Lilac, Chinese	Privet, Golden Vicary
Cotoneaster, Rock	Lilac, Common Purple	Privet, Lodense
Cotoneaster, Shrub	Lilac, Common White	Privet, New Mexico
Cotoneaster, Tom Thumb	Lilac, French Hybrid	Privet, Regal
Cranberry, American Dwarf	Lilac, James MacFarlane	Prunus Cistena/Purpleleaf
Cranberry, American/Highbush	Lilac, Korean Dwarf	Sand Cherry
Cranberry, European Dwarf	Lilac, Miss Kim	Pussywillow
Currant, Alpine	Lilac, Royalty	Quince, Red Flowering
Currant, Red Lake	Magnolia, Royal Star	Rabbitbrush
Currant, Squaw/Wax Currant	Magnolia, Saucer	Rose Tree of China
Dogwood, Isanti	Maple, Ginnala Dwarf	Russian Olive Shrub

Sage, Russian
 Sage, Tall Western
 Sand Cherry, Western
 Serviceberry, Regent
 Serviceberry, Shadblow
 Siberian Peashrub
 Smoke Tree, Purple
 Snowball
 Snowberry
 Snowflake
 Snowflake Dwarf
 Spirea - White
 Spirea, Anthony Waterer-Red
 Spirea, Ash-Leaf/Ural False
 Spirea, Blue Mist - Blue
 Spirea, Crispa - Pink
 Spirea, Daphne - Pink

Spirea, Dark Knight - Dark Blue
 Spirea, Froebel - Pink
 Spirea, Gold Mound - Pink
 Spirea, Goldflame - Pink
 Spirea, Limemound - Pink
 Spirea, Little Princess - Pink
 Spirea, Neon Flash - Red
 Spirea, Shirabana - Pink, Rose, & White
 Spirea, Snowwhite - White
 Spirea, Snowmound - White
 Spirea, Vanhoutte - White
 Sumac, Fragrant
 Sumac, Gro-Low
 Sumac, Smooth
 Sumac, Smooth Curleaf
 Sumac, Staghorn

Sumac, Staghorn Outleaf
 Sumac, Three-Leaf
 Tamarisk, Summer Glow
 Viburnum, Alleghany
 Viburnum, Arrowwood
 Viburnum, Burkwoodi
 Viburnum, Koreanapice
 Viburnum, Maria's Donaleffia
 Viburnum, Mollican
 Viburnum, Nannyberry
 Viburnum, Wayfaring
 Weigela, Java Red
 Weigela, Pink
 Weigela, Red Prince
 Willow, Arctic Blue Dwarf

Approved Spreading Junipers

Andorra
 Arcadia
 Armstrong
 Bar Harbor
 Blue Chip
 Blue Pfitzer
 Blue Star
 Bonsai Juniper
 Broadmoor
 Buffalo

Cypress, Siberian
 Effusa/Common Juniper
 Gold Tip Compacta
 Gold Tip Pfitzer
 Green Mound
 Hetzi Glauca
 Holbert
 Hughes
 Icee Blue
 Old Gold

Pfitzer
 Pfitzer, Compacta
 Prince of Wales
 Scandia
 Sea Green
 Sierra Spreader
 Table Top Blue
 Tammy
 Wiltoni/Blue Rug

Approved Upright Junipers

Blue Point
 Burki - Red Cedar
 Cologreen
 Gray Gleam

Hillspire
 Moon Glow
 Skyrocket
 Spartan

Spearmint
 Wichita Blue

Approved Perennials, Ground Covers, & Vines

Ajuga, Bronze
 Ajuga, Burgandy
 Ajuga, Green
 Anemone, Japanese
 Windflower
 Anemone, Pasque Flower
 Anemone, Snow Drop
 Aster, Alert
 Aster, Alert
 Aster, Alpine Mix Dwarf
 Aster, Kippenburg/Fall Aster
 Astilbe/False Spirea-Pink,
 Red, White
 Baby's Breath - White

Baby's Breath, Dwarf White,
 Pink
 Balloon Flower
 Basket of Gold
 Bee Balm
 Bellflower, Clustered
 Bellflower, Peachleaf
 Bergenia/Saxifraga
 Black Eyed Susan
 Black Snakefoot/Bugbane
 Bleeding Heart
 Bleeding Heart, Dwarf
 Candytuft
 Clematis
 Columbine, McKenna's Mix

Columbine, Rocky Mountain
 Coneflower
 Coral Bells
 Coral Bells, Purple Palace
 Coreopsis, Baby Sun Dwarf
 Coreopsis, Double Sunray
 Coreopsis, Moonbeam
 Coreopsis, Pink
 Daisy, Ox-Eye
 Daisy, Painted
 Daisy, Shasta
 Daisy, Shasta Dwarf
 Daylily - Bicolor, Gold,
 Daylily, Stella D'Oro/Dwarf
 Delphinium, Black

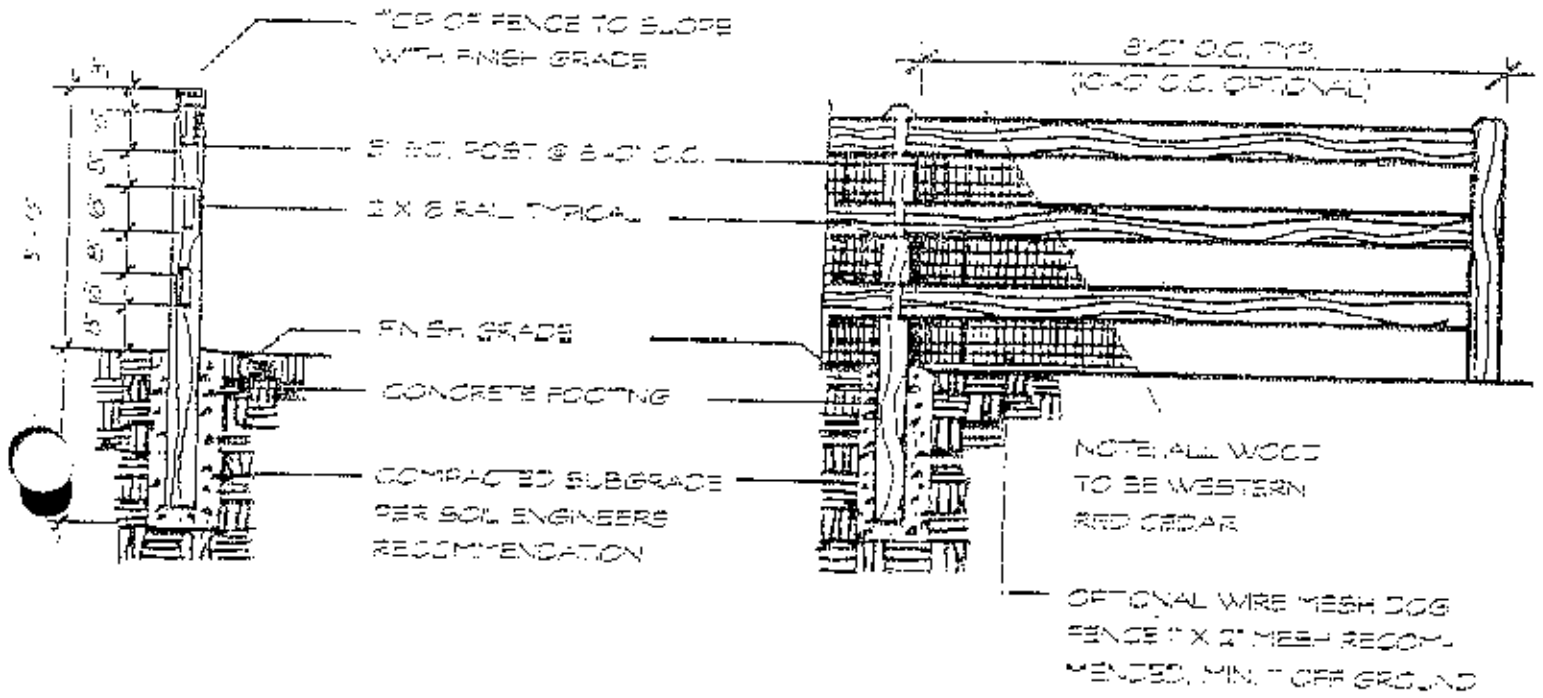
Delphinium, Conn. Yankee
 Mix
 Delphinium, Dwarf
 Delphinium, Summer Skies
 Dianthus, Barbatus/Sweet
 William
 Dianthus, Cottage
 Pinks/Border Pinks
 Dianthus, Hardy Caration
 Dianthus, Zing Rose/Pinks
 DWF Blanket Flower
 Euonymus,
 Coloratus/Purpleleaf
 Fern, Japanese Painted
 Fern, Ostrich
 Fern, Wood
 Flax - Blue
 Flower
 Forget-Me-Not
 Foxglove
 Gaillardia, Burgandy/Blanket
 Gaillardia, Goblin Dwarf
 Gaura
 Gayfeather
 Geranium, Dwarf Cranesbill
 Geranium, Johnson's Blue
 Germander
 Geum
 Harebell 'Blue Clips'
 Harebell/Bluebells of
 Scotland
 Hen and Chicks
 Honeysuckle, Goldflame
 Honeysuckle, Hall's
 Hosta, Blue Giant
 Hosta, Plantain Lily
 Iceplant, Purple
 Iceplant, Yellow
 Iris, German Bearded
 Iris, German Bearded Mix
 Iris, Siberian - Blue
 Ivy, Boston
 Ivy, Englemann/Virginia
 Creeper
 Ivy, English
 Jacob's Ladder
 Kinnikinnick
 Lady's Mantle
 Yellow

Lamb's Ear
 Lamium, Beacon
 Silver/Nettle
 Lamium, White Nancy Nettle
 Lavender, English
 Lavender, Orange, Pink, Red,
 White, Yellow
 Leadwort/Dwarf Plumbago
 Ligularia
 Lily Of The Valley
 Lupine, 'Russell Hybrids'
 Mahonia Repens/Creeping
 Oregon Grape Holly
 Maltese - Cross
 Meadow Rue
 Moneywort
 Monkshood
 Mum, Cushion - Bronze,
 Pink, Red, White, Yellow
 Obedient Plant/False
 Dragonhead - Pink or White
 Pachysandra/Japanese Spurge
 Penstemon, Husker Red
 Penstemon, Stricous/Rocky
 Mtn.
 Penstemon, Pinnifolius/Red
 Beardstongue
 Peony - Pink, Red, White
 Phlox, Creeping - Blue, Pink,
 Red, White
 Phlox, Tall - Orange, Pink,
 Red, White
 Pincushion Flower
 Polygonum, Border
 Jewell/Himalayan
 Polygonum,
 Reynoutria/Japanese Fleeco
 Flower
 Polygonum, Silverlace
 Poppy, Alpine
 Poppy, Iceland
 Poppy, Oriental
 Potentilla, Miss Wilmont
 Potentilla, Verna/Creeping
 Primrose, Hardy English
 Primrose, Mexican
 Primrose, Yellow Dwarf

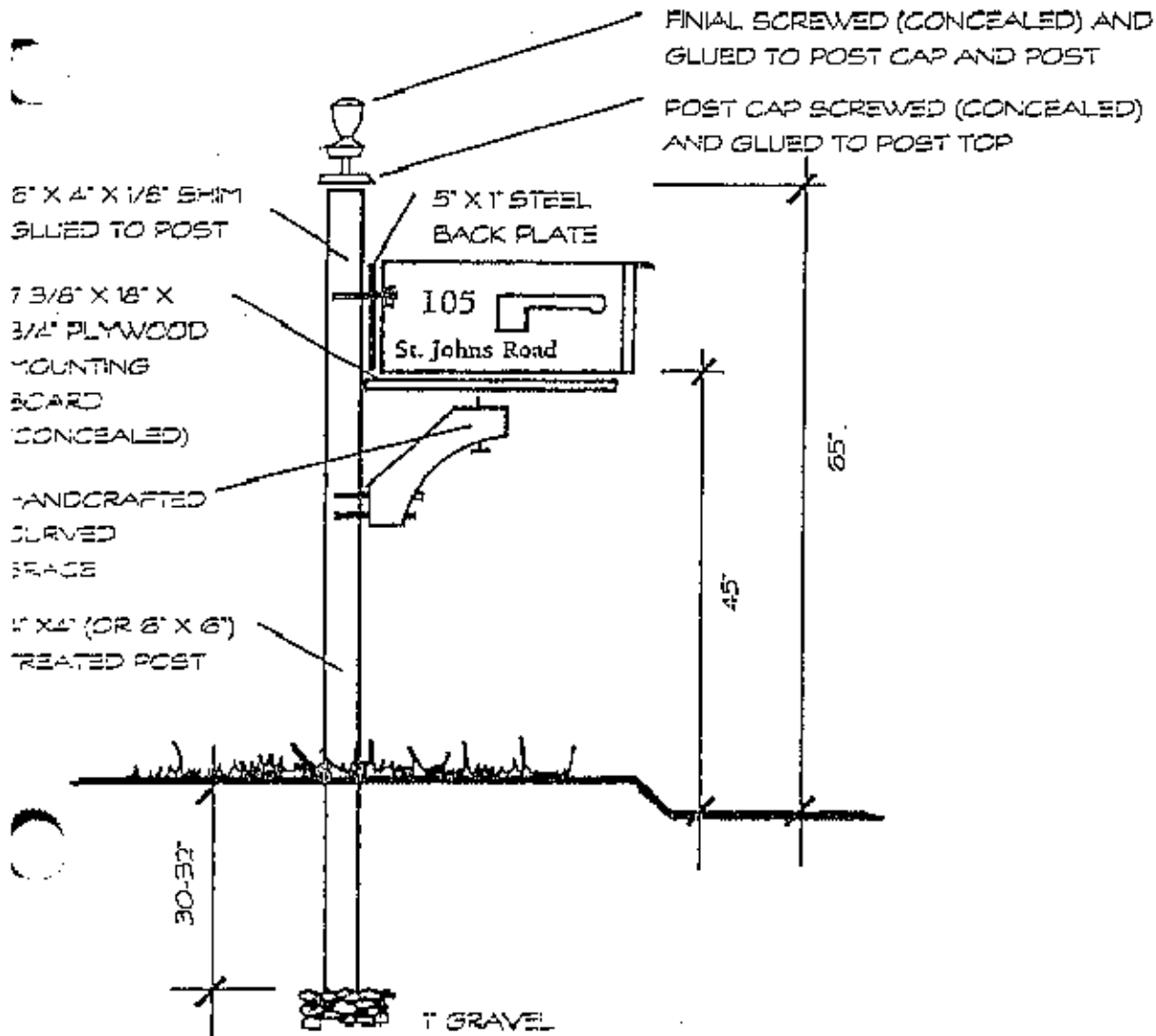
Primrose, Yellow Youngs
 Sundrops
 Pussytoes
 Red Hot Poker
 Red Valerian
 Rock Cross, Purple
 Rudbeckia, Gloriosa Daisy
 Sage, Silver Mound
 Salvia/Purple Flowering Sage
 Santolina/Gray Lavender
 Cotton
 Sea Pink
 Sedum Acre/Trailing Acre
 Sedum, Blue Spruce
 Sedum, Dragon's Blood
 Sedum, Golden Mass
 Sedum, Hybridum
 Sedum, Spectabile/Showy
 Sedum
 Snow-In-Summer
 Snow-On-The-
 Mountain/Bishop's Weed
 Soapwort
 Spiderwort/Blue
 Strawberry
 Strawberry, Barren
 Strawberry, Mock
 Strawberry, Pink Panda
 Sundrops
 Sunrose
 Sweet Woodruff
 Thyme, Elfin
 Thyme, Lemon
 Thyme, Wooly
 Tiger Lily - Orange, Pink,
 White,
 Trumpet Vine
 Verbena
 Veronica, Creeping
 Veronica, Speedwell - Blue
 Veronica, Speedwell, Rosea
 Vinca Minor,
 Blue/Periwinkle
 Viola/Tufted Pansy
 Wintercreeper
 Wisteria, Chinese
 Yarrow - Pink or Yellow
 Yarrow, Moonshine

FIGURE 1

Three Rail Fence



Mailbox Specifications



MAILBOX SPECIFICATIONS

Mailbox:

1. Size to be 1 1/2 times standard
2. Powder coated paint finish.
3. Color - Hunter Green
4. Type style - Clarion
5. Lettering - Premium Vinyl (Ivory)

Post:

1. Post - redwood 4 x4 -S4S, w/ball finial cap.
2. Brace - hardwood
3. 3/4" plywood mounting board
4. Hardware - stainless steel
5. Paint - 2 coats primer, 1 coat exterior latex paint (beige)

Note:

Local supplier -

Environmental Enhancement
 2171 S. Trenton Way, #212
 Denver, CO 80231
 303. 369. 7470
 Attn: Mike McCracken

Design Review Request

Stanton Hill Design Review Committee
930 S. Allison St
Lakewood CO 80226
303-374-0719 Fax 303-716-5077

For Office Use Only

Date Sent to Committee _____
Date Sent to Association _____
Final Inspection Date _____
Project Acceptance _____
Notice of Removal Date _____

Homeowner (Must be In Title) _____ Address _____

Lot # _____ Lakewood, CO 80226 Home Phone _____ Alternate Phone _____

Describe Improvement: Estimated Start Date _____ Estimated Completion Date _____

_____ Improvement Plans are a Separate Attachment included with this form
_____ Improvement Description and Plans are a Separate Attachment with this form

By my signature found below, I agree to abide by the written response of the Association regarding this request and the CCR's and all covenants as seen in the handbook, which I hereby acknowledge having received and read. No verbal agreements shall apply. I also understand that approval by the Association does not constitute approval by the local building department and I agree to submit the same plans for my improvement to The City of Lakewood Permits and agree to follow their requirements for permits, engineered drawings or written waivers for easement encroachments before I begin work and that failure to do so may require removal of the improvement at my expense. I will not alter or make changes to the project without submitting an addendum to those changes for the Association's review and response in advance. All work will be completed within the timeframe as submitted to the Association. Failure to complete the work within 15 days of the Completion Date will require an extension approved by the Association. I agree to allow the Association to a final inspection of the finished project and to evaluate my compliance of the Association's written approval.

Homeowner Signature _____ Date _____ ~~Attach to S.H.D.R. Check with this request~~

Committee Action

_____ Approved as submitted

_____ Approved subject to the following requirements:

_____ Declined for the following reasons:

33

Received by _____

Association response sent by _____ Date _____

**STANTON HILL HOA
IMPACTED HOMEOWNER NOTIFICATION**

Date: _____
Lot # _____

Dear Homeowner:

The Stanton Hill HOA Board has granted approval upon recommendation of the Design Review Committee to Lot# _____ for the following improvements:

Approval is based on Lot# _____ meeting specific conditions in design, schedule, and any required permits.

According to our CCR's any directly impacted Homeowner has a right to appeal this decision to the Board within 10 days of notification. See page 23, Article Six; Architectural Approval/ Design Review:

6.8 Appeal to the Board of Directors.

If the Committee approves a proposed improvement, any impacted Owner created by the Committee's decision may appeal the approval to the Board of Directors by giving written notice of such appeal to the Board of Directors, the Committee and Applicant within ten days after such approval.

Although as an HOA we are all affected by architectural changes to any property, the Board has defined impacted Homeowners as those who either border or are in direct view of the proposed improvement.

If you wish to make an appeal, please send written notice to a Board Member or Design Review Committee Member. The Board shall decide with reasonable promptness, whether or not the proposed Improvement's approval shall be upheld.

Thank you,

Stanton Hill Homeowners Association Board

NOTICE OF APPEAL

Lot # _____ Appeals the proposed approval for the following reasons:

Signature: _____

DATE: _____

**STANTON HILL HOMEOWNERS ASSOCIATION
SUGGESTIONS / ISSUES RESOLUTION FORM**

Please complete the form in its entirety and submit it to a member of the Design Review Committee, Landscape Committee or any Board member. A response will be forwarded to you as soon as it is completed. All complaints and suggestions are held in the strictest confidence.

To: _____

From: _____

Date: _____

House Address: _____

Signature: _____

Suggestion / Issue

Explain the nature of your suggestion or the issue for which you are seeking resolution.

Relevant Covenants

Identify the covenant(s) that apply to situation above. Include Article No., Section and relevant wording.

Issue Resolution Attempts

Explain how you have tried to resolve the situation.

Suggestion Outcome

Explain what effect you think your suggestion will have on the community.

