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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

BASELINE

RESIDENTIAL



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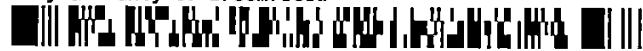
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BASELINE RESIDENTIAL

This Declaration of Covenants, Conditions and Restrictions for Baseline Residential is made to be effective as of March 14, 2019 by NP Development, Inc., a Colorado corporation ("Founder") and McWhinney CCOB Land Investments, LLC, a Colorado limited liability company ("Joining Landowner").

RECITALS

A. Founder owns the real property located in the City and County of Broomfield, Colorado (the "City") described on Exhibit A attached hereto ("Founder's Initial Property").

B. Joining Landowner owns the real property located in the City described on Exhibit A-1 attached hereto ("Joining Landowner's Initial Property", and together with Founder's Initial Property, the "Initial Property").

DECLARATION

Founder and Joining Landowner desire to create, and hereby create, a Planned Community (as such term is defined below) known as "Baseline Residential" on the Initial Property and any additional real property later subjected to this Declaration.

ARTICLE I DECLARATION

1.1 Declaration. The name of the Planned Community created hereby is "Baseline Residential", and is situated within the City. The Property (as such term is defined below) shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Declaration (as such term is defined in Section 2.2).

1.2 Running With the Land. The obligations, rights, burdens, benefits created by this Declaration and all other provisions of this Declaration shall bind and inure to the benefit of Founder, the Owners (as such term is defined below), all other parties having any right, title or interest in the Property or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

1.3 'Planned Community Plat. The common interest community map of Baseline Residential, which describes (as of the date this Declaration is recorded in the City's official real property records (the "Official Records")) the boundaries and identifying numbers of the Sites (as such term is defined below) constituting the Initial Property, is attached hereto as Exhibit C (the "Planned Community Plat"). The Planned Community Plat shall be deemed included within, and a part of, this Declaration. The Planned Community Plat describes: (a) the Limited Common Elements other than those described in Sections 202(1)(b) and 202(1)(d) of CCIOA (as such term is defined below), if any, and sets forth the Sites to which each such Limited Common



Element are allocated, (b) the real estate that is or must become Common Elements, as required by Section 205(1)(f) of CCIOA, if any, and (c) certain other matters as set forth therein.

1.4 Limited Common Elements. Except for those Limited Common Elements designated in Sections 202(1)(b) and 202(1)(d) of CCIOA, if any, subject to Sections 1.5, 14.2(a)(ii) and 14.2(a)(iii), the Limited Common Elements and the Sites to which each such Limited Common Element are allocated are, and shall be, set forth on the Planned Community Plat.

1.5 Conversion into Common Elements (including Limited Common Elements).

(a) Founder hereby reserves the right to convert all or any portion of any Site into a Common Element, including a Limited Common Element, on the condition that:

(i) such conversion occurs prior to the expiration of the Founder Rights Period,

(ii) such conversion is approved in writing by the Owner of such Site, and

(iii) either:

(A) with respect to any conversion into a Common Element that is not a Limited Common Element, Founder delivers to the Baseline Community Association a legal description of such Site or portion thereof to be so converted approved in writing by the Owner of the Site (or portion thereof) to be converted and by Founder, or

(B) with respect to any conversion into a Limited Common Element, the Sites to which such Limited Common Element are to be allocated are so designated on a Recorded amendment to the Planned Community Plat.

(b) Notwithstanding any other provision of this Declaration, Founder may convert any Common Element (that is not then-currently a Limited Common Element) into a Limited Common Element and designate the Sites to which such Limited Common Element are allocated, by Recording an amendment to the Planned Community Plat so designating such Limited Common Element and designating the Sites to which such Limited Common Element are allocated.

(c) The designation of Sites to which any Limited Common Element is allocated may be modified pursuant to Section 208 of CCIOA, on the condition that:

(i) either:

(A) if such modification occurs during the Founder Rights Period, such modification is approved in writing by (1) the Owners of all Sites affected by such modification, and (2) Founder, or



(B) if such modification occurs after the Founder Rights Period, such modification is approved in writing by (1) the Owners of all Sites re-affected by such modification; and (2) the Board, and

(ii) with respect to any conversion into a Limited Common Element, the Sites to which such Limited Common Element are to be allocated are designated on a Recorded amendment to the Planned Community Plat.

1.6 Sites Types. In general, this Declaration refers to lots, parcels, and tracts within Baseline Residential as "Sites". Each Site is either an "Undesignated Site" or a "Designated Site". Founder or the Board designates each Site depending on the development plans therefor as either: (a) a "Designated Single-family Site", and "Designated Multi-family Site", or a "Designated Non-residential Site". For example, in general, a Site upon which an apartment building, will be located will be designated as a "Designated Multi-family Site". Once a Designated Single-family Site or a Designated Multi-family Site obtains a temporary or permanent certificate of occupancy for a dwelling unit thereon, such Site is thereafter deemed an "Improved Single-family Site" or an "Improved Multi-family Site, as appropriate. To the extent the provisions of this Section 1.6 conflict with any other provision of this Declaration or any provision in any other Community Document, such other provision of this Declaration or such provision in any other Community Document shall control.

1.7 Sites Designations.

(a) Subject to this Section 1.7, Founder hereby reserves the right to designate, and to Record declarations designating: (i) any Site upon which Founder then intends that one, and not more than one, dwelling unit be constructed as a "Designated Single-family Site" for purposes of this Declaration, (ii) any Site upon which Founder then intends that two or more dwelling units be constructed as a "Designated Multi-family Site" for purposes of this Declaration, and (iii) any Site upon which Founder then intends that no dwelling units be constructed as a "Designated Non-residential Site" for purposes of this Declaration.

(b) At any time, and from time to time, Founder may Record a declaration:

(i) re-designating any Site previously designated as a "Designated Single-family Site" or previously designated a "Designated Non-residential Site" to be a "Designated Multi-family Site", on the condition that two or more dwelling units are permitted on such Site pursuant to applicable zoning laws and the Owner of such Site consents in writing to such re-designation,

(ii) re-designating any Site previously designated as a "Designated Multi-family Site" or previously designated as a "Designated Non-residential Site" to be a "Designated Single-family Site", on the condition that at least one dwelling unit is permitted on such Site pursuant to applicable zoning laws and the Owner of such Site consents in writing to such re-designation,

(iii) re-designating any Site previously designated as a "Designated Single-family Site" or previously designated as a "Designated Multi-family Site" to be a "Designated Non-residential Site", on the condition that no dwelling unit for which a



temporary or permanent certificate of occupancy exists on such Site and the Owner of such Site consents in writing to such removal,

(iv) removing the "Designated Single-family Site" designation or "Designated Multi-family Site" designation from any Site, on the condition that no dwelling unit for which a temporary or permanent certificate of occupancy exists on such Site and the Owner of such Site consents in writing to such removal, and

(v) removing the "Designated Non-residential Site" designation from any Site, on the condition that the Owner of such Site consents in writing to such removal.

(c) After the Date of Completion, the Board may re-designate or remove any "Designated Single-family Site" designation, "Designated Multi-family Site" designation or "Designated Non-residential Site" designation pursuant to Section 1.7(b) as if it were the Founder. The rights of the Board granted pursuant to this Section 1.7(c) shall not be deemed to limit any rights of Founder.

(d) Unless approved in writing by Founder, prior to the Date of Completion:

(i) no dwelling unit shall be constructed on any Site that is not a Designated Single-family Site or a Designated Multi-family Site,

(ii) no dwelling unit shall be constructed on any Designated Non-residential Site,

(iii) no more than one dwelling unit shall be constructed on any Designated Single-family Site, and

(iv) no dwelling unit that is not part of a project containing two or more dwelling units shall be constructed on any Designated Multi-family Site.

(e) The term "**Designation Declaration**" shall mean each declaration Recorded by Founder pursuant to this Section 1.7 (or by the Board pursuant to Section 1.7(c)).

(f) Any declaration or other designation or re-designation of any portion of the Property as a "Designated Single-family Site", "Designated Multi-family Site", or "Designated Non-residential Site", or removal of any such designation, by: (i) any Person other than Founder on or prior to the Date of Completion, shall be of no force or effect, or (ii) by any Person other than the Board after the Date of Completion, shall be of no force or effect.

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ARTICLE II INTERPRETATION AND DEFINITIONS

2.1 Interpretation.

(a) Certain Terms. As used within this Declaration: (i) the terms “**including**” and “**include**” are deemed to mean “including, without limitation,” and “include, without limitation”, respectively; (ii) the term “**or**” is deemed to mean “and/or”; (iii) the terms “**hereby**”, “**hereunder**” and “**herein**” are deemed to refer to the entirety of this Declaration as opposed to any particular portion of this Declaration; and (iv) each reference herein to a “**Section**”, “**Article**” or “**Exhibit**” is deemed to refer to a Section or Article of this Declaration, or to an Exhibit referenced in and attached to this Declaration, as appropriate.

(b) Singular/Plural. Except as otherwise provided herein or unless the context clearly requires otherwise, the singular of any term includes the plural of such term, and the plural of such term includes the singular of such term.

(c) Exhibits. All exhibits attached to this Declaration are hereby incorporated into and made part of this Declaration.

(d) Recitals. The recitals set forth above are hereby incorporated into and made part of this Declaration.

(e) Statutes. All references herein to statutes shall mean such statutes as amended or replaced from time to time, together with all regulations promulgated thereunder.

(f) Action. Except as expressly set forth in the Community Documents, any action that has been or may be taken by Founder, the Design Review Committee (as such term is defined below), or the Baseline Community Association (as such term is defined below), or any other Person (as such term is defined below), may be taken “at any time, and from time to time.” Each provision that authorizes, directs or permits an action shall be deemed to include such language.

2.2 Definitions. As used in this Declaration, the following terms shall have the meanings given to them in this Section 2.2, unless the context expressly requires otherwise.

“**Activities and Conditions**” has the meaning given to that term in Section 16.2.

“**Additional Property**” means the real property described on Exhibit B attached hereto.

“**Adjacent Properties**” has the meaning given to that term in Section 16.13.

“**Administrative Transfer Fee**” has the meaning given to that term in Section 6.8.

“**ADR Party**” has the meaning given to that term in Section 17.1.



“Affiliate” means any Person that, directly or indirectly, is in control of, is controlled by or is under common control with the party for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to: (a) vote fifty percent (50%) or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person, or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise and either alone or in conjunction with others.

“Alternate” has the meaning given to that term in Section 4.6.

“Arbitration Costs” has the meaning given to that term in Section 17.7.

“Arbitration Firm” has the meaning given to that term in Section 17.7.

“Area” with respect to any Undesignated Site, any Designated Multi-family Site, or any Designated Single-family Site means the number of acres, or fraction thereof, included within such Undesignated Site, Designated Multi-family Site or Designated Single-family Site as determined by reference to Recorded documents, or, in the event that no documents setting forth such acreage have been Recorded or such documents are in conflict, then as determined by the Board in its sole discretion.

“Articles” means the articles of incorporation of the Baseline Community Association, as the same may be amended.

“Assessable Sites” means the Undeveloped, Assessable Single-family Sites, the Improved Single-family Sites, the Undeveloped, Assessable Multi-family Sites, and the Improved Multi-family Sites.

“Assessment” means a General Assessment, Limited Assessment, Special Assessment, Default Assessment, or Real Estate Transfer Assessment levied pursuant to Article VI.

“Assessment Lien” means the lien of the Baseline Community Association on a Site described in Section 6.10.

“Assessment Units” has the meaning given to that term in Section 6.3.

“Association” has the meaning given to that term in CCIOA.

“Award” has the meaning given to that term in Section 17.7.

“Baseline Community Association” means Baseline Community Association, Inc., a Colorado nonprofit corporation.

“Baseline Community Association Working Capital Fee” has the meaning given to that term in Section 6.15.

“Baseline Enriched” means the Planned Community created by the Covenant.



“Baseline Residential” means the Planned Community created by this Declaration.

“BECCA” means Baseline Enrichment and Community Collaboration Assembly, Inc., a Colorado nonprofit corporation.

“BECCA Working Capital Fee” has the meaning assigned to such term in Section 16.4.

“Board” means the board of directors of the Baseline Community Association.

“Builder” means a Person who, in the ordinary course of such Person’s business: (a) purchases one or more Designated Single-family Sites or Designated Multi-family Sites for the purpose of constructing improvements thereon for later sale, or (b) purchases one or more Designated Single-family Sites or Designated Multi-family Sites for further subdivision into a greater number of Designated Single-family Sites or Designated Multi-family Sites for the purpose of constructing improvements thereon for later sale.

“Bulk Service Agreements” has the meaning given to that term in Section 16.1.

“Bylaws” means the bylaws of the Baseline Community Association, as the same may be amended.

“Capital Improvements” means all capital repairs, restoration and replacement of, or additions to, major components of the Common Elements, including major repairs and structural repairs, which the Baseline Community Association is required or may elect to fund, maintain, repair or replace under this Declaration.

“CCIOA” means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq.

“CCPA” means C.R.S. § 6-1-101 et seq. (the “Colorado Consumer Protection Act”).

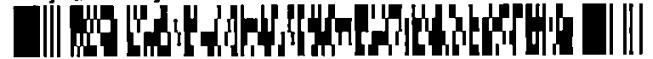
“CDARA” means C.R.S. § 13-20-801 et seq. (the “Construction Defect Action Reform Act”).

“CDARA Notice of Claim” has the meaning given to that term in Section 17.3.

“City” has the meaning given to that term in the Recitals.

“Claim” has the meaning given to that term in Section 17.1.

“Common Elements” means any real estate within Baseline Residential that is, and any improvements or fixtures located on such real estate that are: (a) owned by the Baseline Community Association; or (b) owned by a Person other than the Baseline Community Association, but in which the Baseline Community Association has rights of



use or possession pursuant to this Declaration, or any lease, license, easement or other agreement.

“Common Expenses” means:

(a) any and all costs, expenses and liabilities incurred by or on behalf of the Baseline Community Association, including costs, expenses and liabilities for: (i) acquiring, owning, leasing, selling, encumbering, managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements or any other property of the Baseline Community Association, (ii) carrying out any of the purposes of, and exercising any of the powers of, the Baseline Community Association as described in any Community Document, including those purposes and powers described in Section 3.2, (iii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby, (iv) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto, (v) maintaining and enhancing property values within Baseline Residential, (vi) taking any action it deems necessary or appropriate to protect the general welfare of Owners, Guests and the general public, and (vii) operating the Baseline Community Association, and

(b) reserves for any such costs, expenses and liabilities.

“Common Interest Community” has the meaning given to that term in CCIOA.

“Community Documents” means this Declaration, the Articles, the Bylaws and the Rules, as the same may be amended.

“Community Facility” means a Site or portion of a Site, together with all improvements thereon and thereunder, if any, that:

(a) does not contain any dwelling unit for which the City has issued a temporary or final certificate of occupancy,

(b) is operated exclusively by a nonprofit, not-for-profit, governmental or quasi-municipal entity, and

(c) provides athletic, cultural, recreational, entertainment or other services to Owners, Guests or the general public and that is certified as such by the Baseline Community Association, such as:

- (i) theatres,
- (ii) libraries,
- (iii) meeting facilities,
- (iv) churches,



- (v) schools,
- (vi) informational facilities,
- (vii) community centers,
- (viii) recreational facilities, athletic facilities, parks, playing fields, nature centers, trails, open spaces and wetlands,
- (ix) child care facilities and teen centers, and
- (x) parking facilities and related improvements

that are operated by a nonprofit, not-for-profit, governmental or quasi-municipal entity, and that is certified as such by the Baseline Community Association.

“Community-wide Standard” means (a) the standard of use, conduct, architecture, landscaping or aesthetic matters generally prevailing within the Property, or (b) the minimum standard described in this Declaration or the Rules, whichever is higher. The Community-wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board’s or the Design Review Committee’s discretion. Founder shall initially establish the Community-wide Standard, however, the Community-wide Standard may evolve as development progresses and as Baseline changes.

“Condominium” means a Common Interest Community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions.

“Condominium Unit” means a Unit within a Condominium.

“Consideration” means any combination of:

- (a) the money paid or to be paid;
- (b) the value of property delivered or to be delivered;
- (c) the value of any services delivered or to be delivered; and
- (d) the amount of any debt assumed or to be assumed, by a Transferee in exchange for the Transfer of a Site.

“Construction Activities” has the meaning given to that term in Section 16.2.

“Construction Defect Action” has the meaning given to that term in Section 17.1.



“Construction Defect Dispute Notice” has the meaning given to that term in Section 17.3.

“Construction Professional” has the meaning given to that term in Section 17.1.

“Cooperative” has the meaning given to that term in CCIOA.

“Cooperative Unit” means a Unit within a Cooperative.

“Co-owner” has the meaning given that term in the definition of “Owner”.

“Council” means BECCA’s board of directors.

“Covenant” means the Community Enrichment Covenant for Baseline Recorded on March 18, 2019 at Reception No 2019 002 578, as amended and supplemented from time to time.

“CPI” means the Consumer Price Index for Denver-Aurora-Lakewood, all Urban Consumers, All Items (1982-1984=100), as published by the Bureau of Labor Statistics of the United States Department of Labor.

“CPI Adjustment Factor” means for any given time, a fraction, the numerator of which is most-recently available CPI as of such given time, and the denominator of which is the most-recently available CPI as of the date of this Declaration is Recorded.

“Date of Completion” means that date that is the latest to occur of: (a) the date Founder or any Affiliate of Founder no longer owns or leases any real property in Baseline Residential, and (b) the date Founder no longer has the right to add real property to Baseline Residential.

“Declaration” means this Declaration of Covenants, Conditions and Restrictions for Baseline Residential, together with the Planned Community Plat, as each same may be amended or supplemented.

“Default Assessment” has the meaning given to that term in Section 6.7.

“Delegate” has the meaning given to that term in Section 4.6.

“Delegate District Identification Number” has the meaning given to that term in Section 4.6.

“Delegate District Meeting” has the meaning given to that term in the Bylaws.

“Designated Multi-family Site” means a Site that Founder or the Board, as appropriate, designates as a “Designated Multi-family Site” pursuant to Section 1.7 and that is not a Community Facility (including: (a) Undeveloped, Non-assessable Multi-family Sites, (b) Undeveloped, Assessable Sites and (c) Improved Multi-family Sites).



“Designated Non-residential Site” means a Site that Founder or the Board, as appropriate, designates as a “Designated Non-residential Site” pursuant to Section 1.7 and that is not a Community Facility.

“Designated Single-family Site” means a Site that Founder or the Board, as appropriate, designates as a “Designated Single-family Site” pursuant to Section 1.7 and that is not a Community Facility (including : (a) Undeveloped, Non-assessable Single-family Sites, (b) Undeveloped, Assessable Single Family Sites and (c) Improved Single-family Sites).

“Designated Site” means a Designated Single-family Site, Designated Multi-family Site or a Designated Non-residential Site.

“Designation Declaration” has the meaning given to that term in Section 1.7.

“Design Review Committee” has the meaning given to that term in Section 8.1.

“Development of Other Properties” has the meaning given to that term in Section 16.8.

“Development Party” has the meaning given to that term in Section 17.4.

“Director” means a duly elected or appointed member of the Board.

“Director Election Meeting” has the meaning given to that term in the Bylaws.

“ED#1,” “ED#2,” and “ED#3” each refers to an Election District (e.g., “ED#1” means Election District #1).

“Election District Identification Number” has the meaning given to that term in Section 4.7.

“Election Districts” means the election districts established pursuant to Section 4.7, as modified in accordance with Section 4.7.

“End of Mediation” has the meaning given to that term in Section 17.2.

“Exempt Claim” has the meaning given to that term in Section 17.1.

“Fair Market Value,” means the Consideration given by the Transferee to the Transferor in exchange for the Transfer of a Site; *provided, however* if the Board has reason to believe the amount of such Consideration does not reflect the price a Transferee would pay to a Transferor for the subject Site in a bona-fide, arms-length Transfer between unrelated Persons, then the “Fair Market Value” for such Transfer shall be the amount a Transferee would pay a Transferor for the subject Site in a bona-fide, arms-length Transfer between unrelated Persons as determined by the Board.

“Fee Cap” has the meaning given to that term in Section 17.4.



“Fee Estimate” has the meaning given to that term in Section 17.8.

“First Director Election Meeting After Completion” means the first Director Election Meeting to occur after the Date of Completion.

“First Mortgage” means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

“First Mortgagee” means a Mortgagee with respect to a First Mortgage.

“Fiscal Year” means an annual period ending on December 31st of each calendar year, which date may be changed by the Board from time to time in accordance with applicable law.

“Founder” has the meaning given to that term in the introductory sentence hereof.

“Founder Control Period” has the meaning given to that term in Section 5.4.

“Founder Rights” means any rights reserved to Founder under this Declaration, any Supplemental Declaration or any other Community Document.

“Founder Rights Period” has the meaning given to that term in Section 14.5.

“Founder’s Initial Property” has the meaning given to that term in the Recitals.

“General Assessment” has the meaning given to that term in Section 6.3.

“Guest” means any family member, employee, agent, independent contractor, lessee, customer or invitee of an Owner.

“Improved Multi-family Site” means a Designated Multi-family Site upon which exists one or more dwelling units that have received a temporary or permanent certificate of occupancy, and that is not a Community Facility.

“Improved Single-family Site” means a Designated Single-family Site upon which exists a dwelling unit that has received a temporary or permanent certificate of occupancy, and that is not a Community Facility.

“Initial Property” has the meaning given to that term in the Recitals.

“Initiating Party” means an ADR Party with a Claim against any other ADR Party.

“JAG” has the meaning given to that term in Section 17.7.

“Joining Landowner” has the meaning given to that term in the Recitals.



“Joining Landowner’s Initial Property” has the meaning given to that term in the introductory sentence hereof.

“Joint Funding Agreement” means that certain Joint Funding Agreement dated to be effective on or about the Effective Date by and among the Baseline Community Association, BECCA and North Park Commercial Owners’ Association, Inc., a Colorado nonprofit corporation, as amended from time to time.

“Limited Assessments” has the meaning given to that term in Section 6.4.

“Limited Common Element” means those items included within the definition of “Limited Common Element” in Section 103 of CCIOA, together with those portions of the Property designated as a “Limited Common Element” pursuant to Section 1.5 or Founder’s exercise of any other Special Declarant Right.

“Majority”, whether or not capitalized, means any percentage greater than fifty percent (50%).

“Media and Communications Infrastructure” has the meaning given to that term in Section 16.1.

“Media and Communications Services” has the meaning given to that term in Section 16.1.

“Metro District No. 1” means North Park Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

“Minimum Reserve Balances” has the meaning given to that term in Section 6.2.

“Molds” has the meaning given to that term in Section 16.10.

“Mortgage” means any mortgage, deed of trust or other document pledging any Site or any interest in a Site as security for payment of a debt or obligation.

“Mortgagee” means any Person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such person under a Mortgage.

“Noise Disturbances” has the meaning given to that term in Section 16.2.

“Non-potable Water Use” has the meaning given to that term in Section 16.6.

“Officer” means a duly elected or appointed officer of the Baseline Community Association.

“Official Records” has the meaning given to that term in Section 1.3.

“Oil and Gas Wells” has the meaning given to that term in Section 16.2.

“Ordinances” has the meaning given to that term in Section 16.8.



“Owner” means the record holder of legal title to the fee simple interest in any Site or portion thereof. If there is more than one record holder of legal title to the fee simple interest in any Site or portion thereof, each record holder (each, a **“Co-owner”**) shall be an Owner. The term Owner includes Founder to the extent that Founder is the record holder of legal title to the fee simple interest in any Site or portion thereof.

“Owners Meeting” means any meeting of the Owners, and Delegates if appropriate, called in accordance with this Declaration, the Bylaws, and applicable law.

“Partial Turnover Director” has the meaning given to that term in Section 5.4.

“Person” means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-municipal entity or any other person or entity recognized as being capable of owning real property under the laws of the State of Colorado.

“Planned Community” has the meaning given to that term in CCIOA.

“Planned Community Plat” has the meaning given to that term in Section 1.3.

“Planned Community Unit” means a Unit within a Planned Community.

“Portion” has the meaning given to that term in Section 14.2.

“Property” means:

- (a) the Initial Property; and
- (b) any other real property that is later made subject to this Declaration.

“Property Risks” has the meaning given to that term in Section 16.13.

“Public Facilities” has the meaning given to that term in Section 16.3.

“Purchaser” means a Person, other than Founder or a Successor Founder, who acquires legal title to the fee simple interest in any Site or portion thereof.

“Qualified Individual” has the meaning given to that term in Section 17.1.

“Real Estate Transfer Assessment” has the meaning given to that term in Section 6.8.

“Real Estate Transfer Assessment Rate” has the meaning given to that term in Section 6.8.

“Recorded”, “Record”, “Recording” and “Recordation” means recorded, record, recording or recordation, as appropriate, in the Official Records.



“Reserve Account” has the meaning given to that term in Section 6.13.

“Reserves” has the meaning given to that term in Section 6.14.

“Residential Cap” has the meaning given to that term in the Covenant.

“Residential Lease” has the meaning given to that term in Section 9.7.

“Responding Party” means any ADR Party against whom an Initiating Party has a Claim.

“RETA Account” has the meaning given to that term in Section 6.8.

“Rules” means any instrument adopted by the Board for the regulation or management of Baseline Residential, and any instrument adopted by the Design Review Committee which sets forth design guidelines, design approvals, rules, regulations or any other matters related thereto, as the same may be amended.

“Services” means any services the Baseline Community Association chooses to provide for any Owner or Guest, including trash collection, security and snow removal services.

“Sidewalks” has the meaning given to that term in Section 10.5.

“Site” means any lot, parcel or tract comprising all or a portion of the Property, whether or not platted. A Site can be a Condominium Unit, a Cooperative Unit or a Planned Community Unit. A Site can be an Undesignated Site or a Designated Site. Notwithstanding the foregoing, each lot, parcel or tract comprising all or any portion of the Property that is owned, held or used in its entirety (a) by the Baseline Community Association, (b) as common elements for a Sub-community, (c) by any governmental or quasi-municipal entity, (d) solely for or in connection with the distribution of electricity, gas, water, sewer, telephone, cable television or any other utility service, including Media and Communications Services, or (e) solely for access to or through any portion of the Property, shall not be considered a Site.

“Social and Commercial Activities” has the meaning given to that term in Section 16.2.

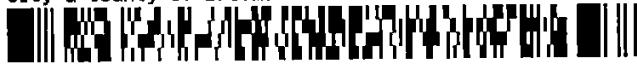
“Social and Commercial Activity Areas” has the meaning given to that term in Section 16.2.

“Special Assessments” has the meaning given to that term in Section 6.5.

“Special Declarant Rights” has the meaning given to that term in CCIOA.

“Staggering Designation” has the meaning given to that term in Section 4.6.

“Standard Claim” has the meaning given to that term in Section 17.1.



“Standard Claim Dispute Notice” has the meaning given to that term in Section 17.2.

“Sub-association” means the Association for any Sub-community.

“Sub-community” means a Common Interest Community, other than Baseline Residential or BECCA, that includes any portion of the Property.

“Successor Founder” means any Person who succeeds to any rights of Founder hereunder in accordance with the terms and conditions of this Declaration and applicable law.

“Supplemental Declaration” means any Recorded instrument adding real property (other than the Initial Property) to the Property, along with any additional covenants, conditions, restrictions or reservation of rights, including Founder Rights, which may be placed on any portion of the added real property.

“Total Expenditure Amount” has the meaning given to that term in Section 6.2.

“Transfer” means any sale, conveyance, assignment, lease or other transfer of legal or beneficial ownership a Site whether in one transaction or in a series of related transactions. The term Transfer includes:

(a) the conveyance of any fee simple interest in a Site,

(b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation that owns, directly or indirectly, a Site, and

(c) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any limited liability company, partnership, joint venture or other entity that owns, directly or indirectly, a Site.

“Transferee” means each and every Person to whom an interest passes by a Transfer.

“Transferor” means each and every Person from whom an interest passes by a Transfer.

“Tree Lawn Areas” means those portions of the Property expressly designated by the Owner of such portion of the Property and by Founder as a “Tree Lawn Area” in a Recorded Supplemental Declaration.

“Undesignated Site” means any portion of the Property that is then-currently not a Designated Site.



“Undeveloped, Assessable Multi-family Site” means a Designated Multi-family Site: at all times on and after the earlier to occur of: (i) the first day of the first calendar month that occurs at least one hundred eighty (180) days after such Site has been transferred to a Builder, or (ii) the date: (A) such Site has legal and practical vehicular direct or indirect access to and from a public right-of-way as determined by Founder prior to the Date of Completion and as determined by the Board after the Date of Completion, as appropriate, and (B) customary utilities have been extended to or beyond any boundary of such Site as determined by Founder prior to the Date of Completion and as determined by the Board after the Date of Completion, as appropriate.

“Undeveloped, Assessable Single-family Site” means a Designated Single-family Site: at all times on and after the earlier to occur of: (i) the first day of the first calendar month that occurs at least one hundred eighty (180) days after such Site has been transferred to a Builder, or (ii) the date: (A) such Site has legal and practical vehicular direct or indirect access to and from a public right-of-way as determined by Founder prior to the Date of Completion and as determined by the Board after the Date of Completion, as appropriate, and (B) customary utilities have been extended to or beyond any boundary of such Site as determined by Founder prior to the Date of Completion and as determined by the Board after the Date of Completion, as appropriate.

“Undeveloped, Non-assessable Multi-family Site” means a Designated Multi-family Site that is not an Undeveloped, Assessable Multi-family Site.

“Undeveloped, Non-assessable Single-family Site” means a Designated Single-family Site that is not an Undeveloped, Assessable Single-family Site.

“Unit”, whether constructed or not, has the meaning given to that term in CCIOA.

“Verified List” has the meaning given to that term in Section 17.4.

“Visible From Neighboring Property” means, with respect to any given object, that such object is or would be visible to a natural Person with eye-level at a height of six (6) feet standing on any public right-of-way, any private street, alley or drive, any Sidewalk, or any portion of the Property owned by the Baseline Community Association.

“Voting Sites” mean all Sites except Community Facilities and Designated Non-residential Sites.

ARTICLE III **THE BASELINE COMMUNITY ASSOCIATION**

3.1 **Formation of the Baseline Community Association.** Prior to the time Founder or Joining Landowner first conveys title to the fee simple interest in any Site or portion thereof to any Person, Founder shall cause the Baseline Community Association to be formed.



3.2 Purposes and Powers.

(a) Purposes. The Baseline Community Association's purposes are:

- (i) to acquire, own, lease, sell, transfer, grant easements over, encumber, manage, control, operate, insure, improve, repair, replace and maintain the Common Elements and all other property owned by the Baseline Community Association,
- (ii) to provide facilities and services to Owners, Guests and the general public,
- (iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby,
- (iv) to adopt Rules from time to time, for the regulation and management of Baseline Residential,
- (v) to levy, collect and enforce the Assessments, charges, other amounts, and liens imposed or impossible pursuant hereto,
- (vi) to contribute to the maintenance and enhancement of property values within Baseline Residential,
- (vii) to take any action it deems necessary or appropriate to protect the general welfare of Owners and Guests,
- (viii) to enter into agreements and other instruments with or for the benefit of other Persons, including agreements and other instruments with or for the benefit of any Sub-community Association or with or for the benefit of any governmental and quasi-municipal entity that provides for the sharing of expenses among the Baseline Community Association and such other Person for improvements, facilities and services that serve the Baseline Community Association or such other Person, and
- (ix) to regulate and manage Baseline Residential.

(b) Powers. Unless expressly prohibited by law or any of the Community Documents, the Baseline Community Association may:

- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes, including the hiring and termination of employees, agents and independent contractors,
- (ii) exercise any powers conferred by CCIOA or any Community Document,



(iii) exercise all powers that may be exercised by Colorado nonprofit corporations including the power to borrow money and to secure any such borrowing with any or all of the Common Elements and the Baseline Community Association's other assets, and

(iv) provide the following facilities and services to Owners, Guests and the general public:

(A) safety facilities and services, such as security, fire protection, traffic control, waste control and disposal and rodent, pest, mosquito and other animal control facilities and services,

(B) roads and road maintenance, facilities and services,

(C) transportation facilities and services,

(D) snow removal and storage services,

(E) parking facilities services and facilities and services,

(F) lighting and signage facilities and services,

(G) site furnishings and streetscape facilities and services,

(H) playgrounds, ponds and improvements and other recreational amenities, and service related thereto,

(I) utility facilities and services, such as electric, natural gas, water, sewer, telephone, internet, communications, data transmission and cable television facilities and services, and

(J) event and attraction planning and staging;

(v) charge use fees for the use of any Common Elements and for the use of any facilities or services provided by the Declaration, and

(vi) subject to the availability of budgeted funds, reimburse Directors for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of planned community associations.

3.3 Community Documents.

(a) Various Documents. This Declaration creates the Planned Community known as "Baseline Residential" and contains certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to Baseline Residential. The Articles create the Baseline Community Association. The Bylaws and the Rules provide for the regulation and management of Baseline Residential.



(b) Conflicts. If there is any conflict or inconsistency between or among the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules, the terms and conditions of this Declaration , then the Articles, then the Bylaws, then the Rules shall control in that order.

3.4 Books and Records.

(a) Document Retention. To the extent required by CCIOA, the Baseline Community Association shall maintain the following, all of which shall be deemed to be the sole records of the Baseline Community Association for purposes of document retention and production to Owners:

(i) detailed records of receipts and expenditures affecting the operation and administration of the Baseline Community Association,

(ii) records of claims for construction defects and amounts received pursuant to settlement of those claims,

(iii) minutes of all Owners Meetings, Delegate District Meetings, and meetings of the Board, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by any committee of the Board,

(iv) written communications among, and the votes cast by, Board members that are:

(A) directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202, or

(B) directly related to an action taken by the Board without a meeting pursuant to the Bylaws,

(v) the names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Baseline Community Association communicates with them, showing the number of votes each Owner is entitled to vote,

(vi) the current Declaration, other covenants (if any), Bylaws, Rules, responsible governance policies adopted pursuant to Section 209.5 of CCIOA and other policies adopted by the Board,

(vii) financial statements as described in C.R.S § 7-136-106 for the past three (3) years and tax returns of the Baseline Community Association for the past seven (7) years, to the extent available,

(viii) a list of the names, electronic mail addresses, and physical mailing addresses of the Baseline Community Association's current Board and Officers,



(ix) the Baseline Community Association's most-recent annual report delivered to the Colorado Secretary of State, if any,

(x) financial records sufficiently detailed to enable the Baseline Community Association to comply with Section 316(8) of CCIOA concerning statements of unpaid assessments,

(xi) the Baseline Community Association's most-recent reserve study, if any,

(xii) current written contracts to which the Baseline Community Association is a party and contracts for work performed for the Baseline Community Association within the immediately preceding two (2) years,

(xiii) records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners,

(xiv) ballots, proxies, and other records related to voting by Owners or Delegates for one year after the election, action, or vote to which they relate,

(xv) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members, and

(xvi) all written communications within the past three (3) years to all Owners generally as Owners.

(b) Availability of Records. Subject to Sections 3.04(d)-(f), to the extent required by CCIOA, all records maintained by the Baseline Community Association must be available for examination and copying by an Owner or the Owner's authorized agent. The Baseline Community Association may require that Owners submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the request. Notwithstanding any provision of the Community Documents to the contrary, the Baseline Community Association may not condition the production of records upon the statement of a proper purpose.

(c) Restrictions on Use.

(i) The Baseline Community Association records and the information contained within those records shall not be used for commercial purposes.

(ii) Notwithstanding any provision of the Community Documents to the contrary, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to an Owner's interest as an owner of a Site without consent of the Board. Without limiting the generality of immediately preceding sentence, without the consent of the Board, a membership list or any part thereof may not be:



(A) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners or Delegates in an election to be held by the Baseline Community Association,

(B) used for any commercial purpose, or

(C) sold to or purchased by any Person.

(d) Records that May be Withheld. Notwithstanding any provision of the Community Documents to the contrary, the Baseline Community Association may withhold records from inspection and copying to the extent that they are or concern:

(i) architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs,

(ii) contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation,

(iii) communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine,

(iv) disclosure of information in violation of law,

(v) records of an executive session of the Board, or

(vi) individual Sites other than those owned by the requesting Owner.

(e) Records that Must be Withheld. Notwithstanding any provision of the Community Documents to the contrary, records maintained by the Baseline Community Association are not subject to inspection and copying, and must be withheld by the Baseline Community Association, to the extent that they are or concern:

(i) personnel, salary, or medical records relating to specific individuals, or

(ii) personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that, notwithstanding Section 104 of CCIOA, a member or resident may provide the Baseline Community Association with prior written consent to the disclosure of, and the Baseline Community Association may publish to other members and residents, the person's telephone number, electronic mail address, or both. Such written consent must be kept as a record of the Baseline Community Association and remains valid until the person withdraws it by providing the Baseline Community Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Baseline Community Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal. As used in this Section 3.4(e)(ii), written consent and notice of withdrawal of the consent may be given by means



of a "record", as defined in the "Uniform Electronic Transactions Act", C.R.S., Title 24, Article 71.3, if the parties so agree in accordance with C.R.S. § 24-71.3-105.

(f) Charges. The Baseline Community Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Baseline Community Association records. The charge may not exceed the estimated cost of production and reproduction of the records.

(g) Form of Copy. A right to copy records under this Section 3.4 includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner.

(h) Form of Delivery. The Baseline Community Association is not obligated to compile or synthesize any information it is required to disclose or provide pursuant to this Section 3.4.

(i) Audit and Review. The books and records of the Baseline Community Association shall be subject to (i) an audit, using generally accepted auditing standards; or (ii) a review using statements on standards for accounting and review services, in either case, by an independent and qualified person selected by the Board. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. Such audit or review report shall cover the Baseline Community Association's financial statements, which shall be prepared using Generally Accepted Accounting Principles or the cash or tax basis of accounting; *provided, however*, that an audit shall be required hereunder only if: (A) at such time, the Baseline Community Association has annual revenue or expenditures of at least two hundred fifty thousand dollars (\$250,000), and (B) such audit is requested by Owners of, or Delegates representing Owners of, at least one-third (1/3) of the Sites; *provided, further* that nothing in this Section 3.4 shall preclude the Board from requesting an audit or review of the Baseline Community Association's books and records from time to time on conditions established by the Board. Copies of the results of an audit or review prepared pursuant to this subsection shall be made available upon request of any Owner beginning no later than thirty (30) days after its completion.

3.5 Owner Education. To the extent required by CCIOA, at least once per calendar year, the Baseline Community Association shall provide at no cost (other than through Assessments), or cause to be provided at no cost (other than through Assessments), education to Owners as to the general operations of the Baseline Community Association and the legal responsibilities of Owners, the Baseline Community Association and the Board.

ARTICLE IV **MEMBERSHIP AND VOTING**

4.1 Membership. Every Owner shall be a member of the Baseline Community Association, and a Person who is not an Owner may not be a member of the Baseline Community Association.



4.2 Voting in General.

(a) Inseparable. The votes allocated to a Voting Site shall be held by the Owner(s) of such Voting Site and may not be separated from the Voting Site to which the votes are allocated. The vote(s) allocated to a Voting Site may be transferred or encumbered only in connection with the conveyance or encumbrance of the fee simple interest in such Voting Site. Any transfer or encumbrance of votes in the Baseline Community Association, other than as permitted in this Section 4.2(a), shall be void and have no force or effect.

(b) Proxies.

(i) Notwithstanding the terms and conditions of Section 4.2(a), but subject to the others provisions of the Community Documents, the Owner of a Voting Site, may appoint an agent to cast vote(s) allocated to the Owner's Voting Site by a duly executed proxy, in such form as the Board may reasonably require, duly delivered to the Baseline Community Association in the time and manner specified by the Board.

(ii) Delegates may not cast votes by proxy.

(c) Sites Owned by the Baseline Community Association. Notwithstanding any other provision of the Community Documents, no votes allocated to a Site owned by the Baseline Community Association may be cast.

(d) Class Voting. Class voting shall be allowed for the election of the Directors as set forth in the Bylaws and as otherwise expressly set forth in the Community Documents but for no other purpose.

(e) Cumulative Voting. Cumulative voting shall not be allowed in the election of Directors or for any other purpose.

4.3 Allocation of Votes.

(a) Allocation.

(i) Except as otherwise expressly set forth in Section 4.3(b) or any other provision of this Declaration or the Bylaws, votes in the Baseline Community Association shall be allocated among the Sites as set forth in this Section 4.3(a).

(A) Each Undesignated Site shall be allocated the number of votes equal to the Area of such Site multiplied by ten (10).

(B) Each Undeveloped, Non-assessable Single-family Site shall be allocated one (1) vote.

(C) Each Undeveloped, Assessable Single-family Site shall be allocated one (1) vote.



(D) Each Improved Single-family Site shall be allocated one (1) vote.

(E) Each Undeveloped, Non-assessable Multi-family Site shall be allocated the number of votes equal to the Area of such Site multiplied by eight (8).

(F) Each Undeveloped, Assessable Multi-family Site shall be allocated the number of votes equal to Area of such Undesignated Site multiplied by eight (8).

(G) Each Improved Multi-family Site shall be allocated the number of votes equal to the number of dwelling units for which the City has issued a temporary or permanent certificate of occupancy that are located on such Improved Multi-family Site divided by four (4).

(H) No votes shall be allocated to any Designated Non-residential Site or any Community Facility.

(ii) The number of votes allocated to any Site pursuant to Section 4.3(a)(i) shall be the same regardless of the number of Owners of such Site.

(iii) If the number of votes allocated to any Site results in a fraction of a vote, such fraction shall be rounded to the nearest whole number (with one-half (0.5) being rounded up).

(b) Number of Votes for Election of Directors. Subject to the provisions of the Community Documents regarding matters upon which votes appurtenant to Designated Single-family Sites are cast by Delegates and the provisions of the Community Documents regarding cumulative voting, in any election of Directors, the Owner of any Voting Site shall have the number of votes equal to the product obtained by multiplying (i) the number of votes allocated to such Voting Site; and (ii) the number of Directors for which such Owner or the Delegate for such Owner, if applicable, may vote with respect to such Voting Site.

4.4 Fractional Voting. Fractional voting (meaning a Person casting only a portion of the votes such Person is entitled to cast one way, and casting another portion the votes such Person is entitled to cast a different way (e.g., a Delegate casting a portion of the votes such Delegate is entitled to a cast against instituting a Construction Defect Action, and casting another portion of the votes such Delegate is entitled to cast in favor of instituting such Construction Defect Action)) shall not be allowed for any vote(s) allocated to any Voting Site. If the Co-owners of a Voting Site cannot agree among themselves as to how to cast their vote(s) on a particular matter, they shall lose their right to vote on such matter. If any Owner of a Voting Site casts the vote(s) for such Voting Site, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of that Voting Site, unless an Owner of that Voting Site makes an objection thereto to the Person presiding over the meeting at which such vote(s) is/are cast. If any vote(s) is/are cast more than once for any Voting Site, none of such votes shall be counted and all of such votes shall be deemed null and void.



4.5 Casting Votes.

(a) Casting Votes Allocated to Designated Single-family Sites.

(i) Votes allocated to Designated Single-family Sites shall be cast either by: (A) the Owners of such Designated Single-family Sites or their agents appointed in accordance with Section 3.05 of the Bylaws, or (B) their respective Delegates, as determined in accordance with Sections 4.5(a)(ii) and 4.5(a)(iii).

(ii) Subject to the Community Documents, the vote allocated to each Designated Single-family Site shall be cast by the Owner of such Designated Single-family Site (or such Owner's duly appointed agent in accordance with Section 3.05 of the Bylaws) with respect to:

(A) electing, removing and replacing Delegates and Alternates (as set forth in Articles V and VI of the Bylaws),

(B) any matter requiring approval of the Owners of Designated Single-family Sites pursuant to Section 5.03(c) of the Bylaws,

(C) any matter requiring approval of the Owners of Designated Single-family Sites pursuant to Section 8.05(c) of the Bylaws,

(D) approving or rejecting annual budgets and budget amendments (as set forth in Section 6.2(d)),

(E) terminating the Declaration (as set forth in Section 15.2),

(F) certain amendments to the Declaration (as set forth in Section 15.3(d)),

(G) taking any of the following actions on behalf of the Baseline Community Association with respect to any Construction Defect Claim other than a Construction Defect Claim the initiation of which does not require Owner approval as set forth in Section 17.4(g):

(1) delivering a Construction Defect Dispute Notice,

(2) delivering a CDARA Notice of Claim,

(3) increasing the Fee Cap pursuant to Section 17.5(c)(i)(B),

(4) initiating, proceeding with, or pursuing a Construction Defect Claim, and



(5) initiating, proceeding with, or pursuing a Claim challenging the enforceability of any provision of the Community Documents,

(H) certain amendments to the Articles (as set forth in Section 7.04 of the Articles), and

(I) certain amendments to the Bylaws (as set forth in Section 12.01(d) of the Bylaws).

(iii) Subject to the Community Documents, including Section 4.6(a)(ii), the Delegate for the Delegate District within which a Designated Single-family Site is included shall have the exclusive right to cast the vote allocated to such Designated Single-family Site with respect to all matters except those set forth in Section 4.6(a)(ii), upon which such Owner would vote but for this Section 4.6(a)(iii), but only if the Owner of such Designated Single-family Site is not precluded from voting pursuant to the Community Documents (e.g., due to failure to pay Assessments when due). If a Delegate is absent from any meeting at which such Delegate is entitled to vote, the Alternate for the applicable Delegate District shall for purposes of such meeting be deemed the Delegate and shall cast the votes allocated to Designated Single-family Site within such Delegate District.

(b) Casting Votes Allocated to Undesignated Sites, Designated Multi-family Sites and Designated Non-residential Sites. The only Person permitted to cast votes appurtenant to any Undesignated Site, Designated Multi-family Site or Designated Non-residential Site shall be the Owner of such Site:

(c) Sites Owed by Baseline Community Association. Notwithstanding any other provision herein, no votes allocated to any Site owned by Baseline Community Association may be cast.

4.6 Delegate Districts.

(a) Purposes of Delegates and Alternates.

(i) Pursuant to the provisions set forth herein and in the Bylaws each Delegate District shall elect a delegate (each, a “**Delegate**”) and an alternate delegate (each, an “**Alternate**”) pursuant to the terms of Articles V and VI to cast certain votes on behalf of Owners of Designated Single-family Sites within such Delegate District, as set forth in the Community Documents, and to exercise such other rights and perform such other duties as are set forth in, and subject to the terms of, the Community Documents.

(ii) Notwithstanding any other provision herein, Delegates are not required to cast votes in any manner directed or requested by any Owner.



(b) Delegate Districts Established.

(i) Pursuant to the terms of this Section 4.6(b) and Section 4.6(c), Founder and the Board shall establish districts (each, a “**Delegate District**”) for purposes of casting votes appurtenant to Designated Single-family Sites with respect to certain matters as set forth in the Community Documents.

(ii) On or before the date any Designated Single-family Site exists within the Property, Founder shall establish one or more Delegate Districts.

(iii) Contemporaneously with establishing any Delegate District, either the Board or Founder, whichever is establishing such Delegate District, shall assign to such Delegate District a unique identification number (e.g., “Delegate District #1”) (a “**Delegate District Identification Number**”) and a designation of either “odd” or “even” for purposes of staggering the terms of the various Delegates (e.g., “Delegate District #1 – Odd”, and “Delegate District #2 – Even”) (a “**Staggering Designation**”), which Delegate District Identification Number and Staggering Designation shall not change regardless of which Designated Single-family Sites are included within such Delegate District and regardless of any other matter, except in case of a combination of Delegate Districts into a single Delegate District (in accordance with Section 4.6(c)), in which case either Founder or the Board, whichever is effecting such combination, shall assign a unique Delegate District Identification Number and a Staggering Number to the resultant Delegate District.

(iv) A Delegate District need not be comprised of a contiguous geographic area.

(v) Founder or the Board, as appropriate, shall assign each Site that it designates as a “Designated Single-family Site” pursuant to Section 1.7 to one, and only one, Delegate District.

(vi) No Site other than a Designated Single-family Site shall be assigned to any Delegate District.

(c) Configuration of Delegate Districts.

(i) Prior to the close of the First Director Election Meeting After Completion, or at such earlier time as Founder may designate by written notice to the Board, Founder, and only Founder, shall be permitted to:

(A) establish one or more Delegate Districts and assign a unique Delegate District Identification Number and a Staggering Designation to each such Delegate District,

(B) combine two (2) or more Delegate Districts into a one Delegate District, and assign a unique Delegate District Identification Number and a Staggering Number to the resultant Delegate District,



(C) split a Delegate District into one or more Delegate Districts, and assign a unique Delegate District Identification Number and Staggering Designation for each resultant Delegate District,

(D) assign any Designated Single-family Site to a Delegate District, and

(E) reassign any Designated Single-family Site from one Delegate District to another Delegate District.

(ii) After the close of the First Director Election Meeting After Completion, or at such earlier time as Founder may designate by written notice to the Board, the Board, and only the Board, may:

(A) establish one or more Delegate Districts, and assign a unique Delegate District Identification Number and a Staggering Designation to each Delegate District,

(B) subject to Section 4.6(c)(iii), combine two (2) or more Delegate Districts into a one Delegate District, and assign a unique Delegate District Identification Number and a Staggering Number to the resultant Delegate District,

(C) subject to Section 4.6(c)(iii), split a Delegate District into one or more Delegate Districts, and assign a unique Delegate District Identification Number and Staggering Designation for each resultant Delegate District,

(D) assign any Designated Single-family Site to a Delegate District, and

(E) subject to Section 4.6(c)(iii), reassign any Designated Single-family Site from one Delegate District to another Delegate District.

(iii) Combinations of Delegate Districts, splitting of Delegate Districts and reassignments of Designated Single-family Sites to another Delegate District must obtain the approvals set forth in this Section 4.6(c)(iii).

(A) Notwithstanding any other provision herein, the Board may not:

(1) combine two (2) or more existing Delegate Districts into a single Delegate District and assign a unique Delegate District Identification Number and a Staggering Number to the resultant Delegate District without the approval of the Owners of Designated Single-family Sites within each Delegate District proposed to be combined,



(2) split a Delegate District into one or more Delegate Districts, and assign a unique Delegate District Identification Number and Staggering Designation for each resultant Delegate District without the approval of Owners of Designated Single-family Sites within the Delegate District to be split, or

(3) reassign any Designated Single-family Site from one Delegate District to another Delegate District without the approval of the Owner(s) of such Designated Single-family Site.

(B) Notwithstanding any other provision herein:

(1) the Owners of Designated Single-family Sites within a Delegate District shall be deemed to have approved the combination of such Delegate District with one or more other Delegate Districts and the assignment of a unique Delegate District Identification Number and a Staggering Number to the resultant Delegate District only upon the affirmative Majority vote of all votes allocated to such Designated Single-family Sites that are permitted to be cast with respect to such issue that are cast, in person or by proxy, at a duly held Delegate District Meeting therefor, and

(2) the Owners of Designated Single-family Sites within a Delegate District shall be deemed to have approved the splitting of such Delegate District into one or more Delegate Districts and the assignment of a unique Delegate District Identification Number and Staggering Designation for each resultant Delegate District only upon the affirmative vote of at least sixty percent (60%) all votes allocated to Designated Single-family Sites within the Delegate District proposed to be split that are permitted to be cast with respect to such issue that are cast, in person or by proxy, at a duly held Delegate District Meeting therefor.

(iv) Notwithstanding any other provision herein, the formation of any new Delegate District, the combination or splitting of any Delegate Districts, and the reassignment of any Designated Single-family Site from one Delegate District to another Delegate District, shall not be effective for purposes of any Delegate District Meeting, Director Election Meeting or Director Removal Meeting occurring within seventy (70) days after the effective date of such formation, combination, splitting or reassignment.

(v) Notwithstanding any provision herein:

(A) no Delegate District shall be deemed established until either Founder or the Board, whichever is establishing such Delegate District, has Recorded, a declaration that: (1) is executed by Founder or an Officer on behalf of the Board, as appropriate, (2) references the Declaration, (3) states that such Delegate District is thereby established, and (4) specifies the Delegate District Identification Number and Staggering Designation for such Delegate District; and



such Delegate District shall be deemed formed on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable,

(B) no Delegate Districts shall be deemed combined with another Delegate District until either Founder or the Board, whichever is affecting such combination, has Recorded a declaration that: (1) is executed by Founder or an Officer on behalf of the Board, as appropriate, (2) references the Declaration, (3) specifies the Delegate Districts being combined, and (4) specifies a unique Delegate District Identification Number and a Staggering Designation for the resultant Delegate District; and such combination shall be deemed effective on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable,

(C) no Delegate District shall be deemed split into one or more Delegate Districts until either Founder or the Board, whichever is affecting such split, has Recorded a declaration that: (1) is executed by Founder or an Officer on behalf of the Board, as appropriate, (2) references the Declaration, (3) specifies the Delegate District being split, (4) specifies a unique Delegate District Identification Number and a Staggering Designation for each resultant Delegate District, and (5) assigns each Designated Single-family Site previously assigned to the Delegate District being split to one, and only one, of the resultant Delegate Districts; and such combination shall be deemed effective on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable,

(D) no Designated Single-family Site shall be deemed assigned to a Delegate District until either Founder or the Board, whichever is assigning such Designated Single-family Site, has Recorded a declaration that: (1) is executed by Founder or an Officer on behalf of the Board, as appropriate, (2) references the Declaration, (3) identifies, by legal description, such Designated Single-family Site, (4) states that such Designated Single-family Site is thereby assigned to one, and only one, Delegate District that has already been formed, and (5) sets forth the Delegate District Identification Number and Staggering Designation for such Delegate District; and such Designated Single-family Site shall be deemed assigned to such Delegate District on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable, and

(E) no Designated Single-family Site shall be deemed reassigned from one Delegate District to another Delegate District until either Founder or the Board, whichever is reassigned such Designated Single-family Site, has Recorded a declaration that: (1) is executed by Founder or an Officer on behalf of the Board, as appropriate, (2) references the Declaration, (3) identifies, by legal description, such Designated Single-family Site being reassigned, and (4) states that such Designated Single-family Site is thereby reassigned from a Delegate District specified therein by Delegate District Identification Number and Staggering Designation to another Delegate District specified therein by Delegate District Identification Number and Staggering Designation; and such Designated



Single-family Site shall be deemed so reassigned on the date such declaration is so Recorded or such later date set forth in such declaration on, if applicable.

(vi) Promptly after Founder or the Board, as appropriate, Records any declaration described in Section 4.6(c)(v), Founder or an Officer on behalf of the Board, as appropriate, shall deliver a Recorded copy of such declaration to the Baseline Community Association, which declaration the Baseline Community Association shall be maintained in its official records.

4.7 Election Districts Established.

(a) Established for the Partial Turnover Director. For purposes of electing the Partial Turnover Director, all Delegate Districts shall be deemed one Election District.

(b) Established for All Directors. On or before the date that is one hundred twenty (120) days prior to the expiration of the Founder Control Period, Founder shall establish three (3) Election Districts (ED#1, ED#2 and ED#3) for the purposes of electing the Directors pursuant to Section 5.4(e) and all Directors thereafter.

(c) Election District Identification Number. Contemporaneously with establishing any Election District, Founder shall assign to such Election District a unique identification number (e.g., "ED#1") (an "**Election District Identification Number**"), which Election District Identification Number shall not change regardless of which Delegate Districts are included within such Election District and regardless of any other matter, except in case of a combination of Election Districts into a single District (in accordance with Section 4.8), in which case Founder shall select one of the Election District Identification Numbers from the Election Districts being combined to be the Election District Identification Number for the resultant Election District.

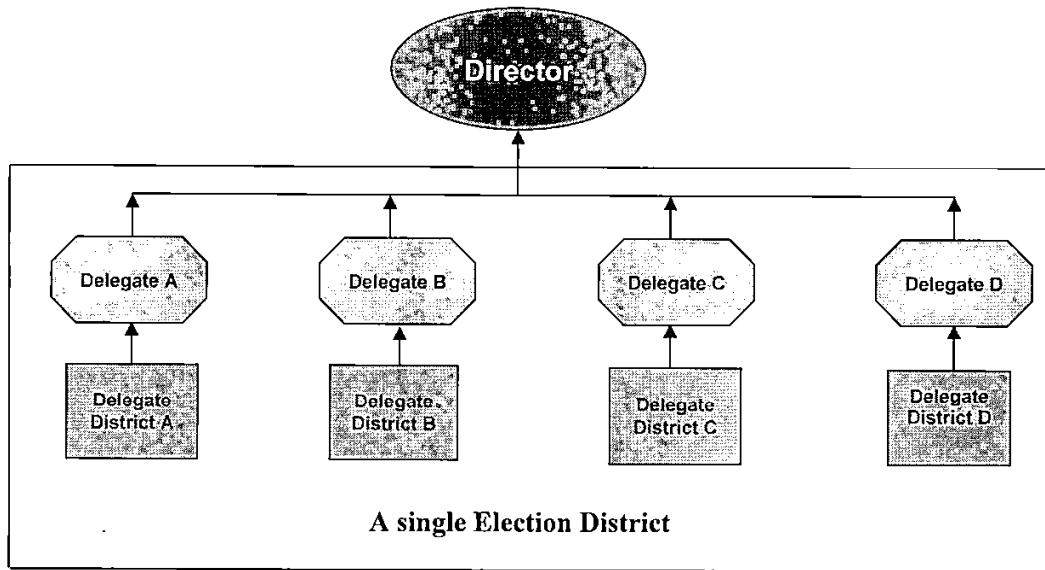
(d) Composition Requirements. Each Election District shall be comprised of one or more Delegate Districts, and each Delegate District shall be assigned to only one Election District. An Election District need not be a contiguous geographic area.

(e) Diagram. The diagram in Figure 1 below depicts the voting by representation of votes appurtenant to Designated Single-family Sites in respect of the election of Directors other than Directors appointed by Founder or the Partial Turnover Director. If there is any conflict between such diagram and the other provisions of this Declaration, the Articles, or the Bylaws, then such other provisions shall control.

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Figure 1



4.8 Configuration of Election Districts.

(a) Prior to Close of First Director Election Meeting After Completion. Prior to the close of the First Director Election Meeting After Completion, or at such earlier time as Founder may designate by written notice to the Board, Founder, and only Founder, shall be permitted to:

- (i) establish one or more Election Districts,
- (ii) combine two (2) or more Election Districts into a one Election District,
- (iii) assign Delegate Districts to Election Districts, and
- (iv) reassign any Delegate District from one Election District to another Election District.

(b) After Close of First Director Election Meeting After Completion. After the close of the First Director Election Meeting After Completion, or at such earlier time as Founder may designate by written notice to the Board, the Board may:

- (i) establish one or more Election Districts,



(ii) subject to Section 4.8(c)(ii)(A), combine two (2) or more Election Districts into a one Election District,

(iii) assign Delegate Districts to Election Districts, and

(iv) subject to Section 4.8(c)(ii)(B), reassign any Delegate District from one Election District to another Election District.

(c) Required Approvals.

(i) Notwithstanding any other provision herein, the Board may not:

(A) combine two (2) or more Election Districts into a one Election District without the approval of Owners of Designated Single-family Sites within each Delegate District to be so combined, and

(B) reassign any Delegate District from one Election District to another Election District without the approval of Owners of Designated Single-family Sites within the Delegate District to be so reassigned.

(ii) Notwithstanding any other provision herein:

(A) the Owners of Designated Single-family Sites within a Delegate District shall be deemed to have approved the combination of the Election District that includes such Delegate District with another Election District only upon the affirmative Majority vote of all votes allocated to such Designated Single-family Sites that are permitted to be cast with respect to such issue that are cast, in person or by proxy, at a duly held Delegate District Meeting therefor, and

(B) The Owners of Designated Single-family Sites within a Delegate District shall be deemed to have approved the reassignment of such Delegate District to a different Election District only upon the affirmative Majority vote of all votes allocated to Designated Single-family Sites within such Delegate District that are permitted to be cast with respect to such issue that are cast, in person or by proxy, at a duly held Delegate District Meeting therefor.

(d) Restriction on Timing. Notwithstanding any other provision herein, the combination or splitting of any Election Districts, and the reassignment of any Delegate District from one Election District to another Election District, shall not be effective for purposes of any Director Election Meeting or any Director Removal Meeting occurring within one hundred twenty (120) days after the effective date of such formation, combination, splitting or reassignment.

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(e) Effectiveness. Notwithstanding any provision herein:

(i) no Election District shall be deemed established until either Founder or the Board, whichever is establishing such Election District, has Recorded, a declaration that: (A) is executed by Founder or an Officer on behalf of the Board, as appropriate, (B) references the Declaration, (C) states that such Election District is thereby established, and (D) specifies the Election District Identification Number for such Election District; and such Election District shall be deemed formed on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable,

(ii) no Election Districts shall be deemed combined with another Election District until either Founder or the Board, whichever is combining Election Districts, has Recorded a declaration that: (A) is executed by or an Officer on behalf of the Board, as appropriate, (B) references the Declaration, (C) specifies the Election Districts being combined, and (D) specifies the Election District Identification Number for the resultant Election District; and such combination shall be deemed effective on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable;

(iii) no Delegate District shall be deemed assigned to an Election District until Founder or the Board, whichever is so assigning such Delegate District, has Recorded a declaration that: (A) is executed by Founder or an Officer on behalf of the Board, as appropriate, (B) references the Declaration, (C) identifies the Delegate District being so assigned, (D) states that such Delegate District is thereby assigned to one, and only one, Election District that has already been formed, and (E) sets forth the Election District Identification Number to which such Delegate District is being assigned; and such Delegate District shall be deemed assigned to such Election District on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable; and

(iv) no Delegate District shall be deemed reassigned from one Election District to another Election District until either Founder or the Board, whichever is reassigned such Delegate District, has Recorded a declaration that: (A) is executed by Founder or an Officer on behalf of the Board, as appropriate, (B) references the Declaration, (C) identifies such Delegate District Site being reassigned, and (D) states that such Delegate District is thereby reassigned from an Election District specified therein by Election District Identification Number to another Election District specified therein by Election District Identification Number; and such Delegate District shall be deemed so reassigned on the date such declaration is so Recorded or such later date set forth in such declaration, if applicable.

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ARTICLE V BOARD

5.1 Powers of the Board.

(a) General Authority. Except as otherwise provided in this Declaration, the Articles and the Bylaws, the Board may act on behalf of the Baseline Community Association in all instances.

(b) Restrictions on Authority. In addition to restrictions provided in other provisions of the Community Documents, the Board may not act on behalf of the Baseline Community Association to:

(i) amend this Declaration,

(ii) terminate the Baseline Community Association, this Declaration or the Planned Community created by this Declaration,

(iii) elect, remove or replace Directors,

(iv) elect, remove or replace Delegates or Alternates (except as set forth in the Bylaws), or

(v) determine the qualifications, powers and duties or terms of office of Directors, Delegates or Alternates.

5.2 Number of Directors. The Board shall consist of three (3) Directors.

5.3 Election of Directors. Subject to the terms and conditions of Sections 5.4 and 5.5, the Directors shall be appointed and elected as set forth in the Bylaws. Each Director shall hold office until that Director's successor is appointed or elected, as appropriate, and qualified, or until such Director's earlier death, resignation or removal, as set forth in the Bylaws.

5.4 Founder Control Period.

(a) Right to Appoint and Remove Directors and Officers. Subject to the terms and conditions of Sections 5.4(b)-(e), but notwithstanding anything else to the contrary contained in this Declaration or in any other Community Document, Founder shall have the exclusive right to appoint and remove all Directors and Officers during the Founder Control Period.

(b) Term. The term "**Founder Control Period**" means the period commencing on the date on which the Baseline Community Association is formed and ending on the earliest to occur of:

(i) the date that is sixty (60) days after conveyance to Purchasers of seventy-five percent (75%) of the maximum number of Sites that may be created by Founder under this Declaration,



(ii) the date that is two (2) years after the last conveyance of a Site by Founder or a Successor Founder in the ordinary course of business, or

(iii) the date that is two (2) years after any right to add new Site or Sites was last exercised.

(c) Voluntary Surrender. Founder may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Founder Control Period, but, in that event, Founder may require, for the remainder of the Founder Control Period, that specific actions of the Baseline Community Association or the Board, as described in a Recorded instrument executed by Founder, be approved by Founder before they become effective.

(d) Partial Turnover Director. Notwithstanding Section 5.4(a), not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Sites that may be created under the Declaration to Purchasers, one Director appointed by Founder shall be replaced with a Director elected by Owners other than Founder (the “Partial Turnover Director”).

(e) Electing Board Upon Expiration of Founder Control Period. During the thirty (30)-day period immediately preceding the date on which the Founder Control Period expires, the Owners, through the Owners’ respective Delegates, shall elect a Board of three (3) Directors, pursuant to the terms of the Community Documents, at least a majority of whom must be Owners other than Founder or designated representatives of Owners other than Founder. Such Directors shall take office upon election.

(f) Deliveries. To the extent required by CCIOA, not later than sixty (60) days after Owners other than Founder elect a majority of the members of the Board, Founder shall deliver to the Baseline Community Association all property of the Owners and of the Baseline Community Association held by or controlled by Founder, including the following items:

(i) the original or a certified copy of this Declaration as amended, the Articles, the Bylaws, minute books, other books and records, and any Rules which may have been promulgated,

(ii) an accounting for Baseline Community Association funds and financial statements, from the date the Baseline Community Association received funds and ending on the date of expiration of the Founder Control Period; the financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant’s letter, expressing either the opinion that the financial statements present fairly the financial position of the Baseline Community Association in conformity with Generally Accepted Accounting Principles or a disclaimer of the accountant’s ability to attest to the fairness of the presentation of the financial information in conformity with Generally Accepted Accounting Principles and the reasons therefor, with the expense of such audit shall not be paid for or charged to the Baseline Community Association,

(iii) the Baseline Community Association funds or control thereof,



(iv) all of Founder's tangible personal property that has been represented by Founder to be the property of the Baseline Community Association or all of Founder's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties,

(v) a copy, for the nonexclusive use by the Baseline Community Association, of any plans and specifications used in the construction of the improvements in Baseline Residential,

(vi) all insurance policies then in force, in which the Owners, the Baseline Community Association, or the Directors and Officers are named as insured persons,

(vii) copies of any certificates of occupancy that may have been issued with respect to any improvements comprising Baseline Residential,

(viii) any other permits issued by governmental bodies applicable to Baseline Residential and which are currently in force or which were issued within one year prior to the date Owners other than Founder elect a majority of the members of the Board,

(ix) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective,

(x) a roster of Owners and mortgagees and their addresses and telephone numbers, if known, as shown on Founder's records,

(xi) employment contracts in which the Baseline Community Association is a contracting party,

(xii) each service contract in which the Baseline Community Association is a contracting party or in which the Baseline Community Association or the Owners have any obligation to pay a fee to the persons performing the services, and

(xiii) copies of all Recorded deeds and all Recorded and unrecorded leases evidencing ownership or leasehold rights of the Baseline Community Association in all Common Elements.

(g) Updated Information.

(i) Within ninety (90) days after expiration of the Founder Control Period, the Baseline Community Association shall make the information set forth in Sections 5.4(g)(i)(A) through (F) available to Owners upon reasonable notice in accordance with Section 5.4(i).

(A) the name of the Baseline Community Association,



(B) the name of the Baseline Community Association's designated agent or management company, if any, together with the agent's or management company's license number if the agent or management company is subject to licensure under C.R.S., Title 12, Article 61, Part 10,

(C) a valid physical address and telephone number for both the Baseline Community Association and the designated agent or management company, if any,

(D) the name of the Common Interest Community created by this Declaration,

(E) the initial date this Declaration was Recorded, and

(F) the reception number at which this Declaration was initially Recorded.

(ii) If the Baseline Community Association's address, designated agent, or management company changes, the Baseline Community Association shall make updated information therefor available to Owners within ninety (90) days after the change.

(h) Additional Information. Within ninety (90) days after the end of the Founder Control Period, and within ninety (90) days after the end of each Fiscal Year thereafter, the Baseline Community Association shall make the following information available to Owners upon reasonable notice in accordance with Section 5.4(i):

(i) the date on which the Fiscal Year commences,

(ii) the Baseline Community Association's operating budget for the current Fiscal Year,

(iii) a list, by Site type, of current Assessments, including both General Assessments, Limited Assessments, and Special Assessments,

(iv) the Baseline Community Association's annual financial statements, including any amounts held in reserve for the Fiscal Year immediately preceding the current annual disclosure,

(v) the results of its most-recent available financial audit or review,

(vi) a list of all Baseline Community Association insurance policies, including property, general liability, Director and Officer professional liability, and fidelity policies, including the insurance company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed,

(vii) the Bylaws, Articles and the Baseline Community Association's Rules,



(viii) the minutes of all Owners Meetings, Delegate District Meetings and meetings of the Board for the Fiscal Year immediately preceding the current annual disclosure, and

(ix) the Baseline Community Association's responsible governance policies adopted under Section 209.5 of CCIOA.

(i) Method of Delivery. The information described in Section 5.4(g) and Section 5.4(h) shall be provided to Owners by either: (i) posting such information on an internet web page with accompanying notice of the web address delivered to the Owners via first-class mail or e-mail, (ii) placing such information on a literature table or in a binder at the Baseline Community Association's principal place of business, (iii) mail or personal delivery; or (iv) such other method as may be permitted under CCIOA. The cost of such distribution shall be accounted for as a Common Expense.

5.5 Replacement of Directors.

(a) Directors Appointed in the Articles or by Founder. Directors appointed by Founder shall be replaced only by Founder.

(b) Other Directors. A vacancy of any of the Partial Turnover Director position or Director positions D#1, D#2 D#3 shall be filled at a Director Election Meeting in accordance with the Bylaws.

(c) Term for Replacement. Any individual elected or appointed pursuant to this Section 5.5 shall hold office for the remainder of the term of the Director that individual replaced.

ARTICLE VI ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

6.1 Obligations for Assessments and Other Charges.

(a) Obligation. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have covenanted and agreed to pay to the Baseline Community Association all Assessments and other charges that the Baseline Community Association is required or permitted to levy or impose on such Owner or such Owner's Site pursuant to this Declaration or any other Community Document. Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Site during the period of such Owner's ownership of the Site.

(b) Liability Upon Foreclosure or Deed in Lieu. Notwithstanding the definition of the term Owner:

(i) a Person who acquires a Site in a foreclosure sale shall be personally liable for all Assessments and other charges that the Baseline Community Association is required or permitted to levy or impose on that Site or on the Owner of that Site commencing on the date of the foreclosure sale, and



(ii) a Person who acquires a Site by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Baseline Community Association is required or permitted to levy or impose on that Site or on the Owner of that Site commencing on the date on which the Owner of that Site executes the deed-in-lieu of foreclosure.

(c) No Exemption for Waiver. No Owner shall be exempt from liability for any Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Site against which such Assessments or other charges are made.

(d) Joint and Several. If there is more than one Owner of a Site, each Owner shall be jointly and severally liable with the other Owners of the Site for all Assessments and other charges levied on the Site or any Owner of the Site.

(e) Monetary Judgment. Each Assessment or other charge, together with interest thereon and all costs and expenses incurred by the Baseline Community Association to collect such Assessment or other charge, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Baseline Community Association in connection therewith, may be recovered by a suit for a money judgment by the Baseline Community Association without foreclosing or waiving any Assessment Lien securing the same.

(f) Exemptions from Assessments.

(i) Except as set forth in Section 6.1(g), but notwithstanding any other provision herein, the Baseline Community Association may not levy or collect:

(A) any General Assessment, Limited Assessment or Special Assessment with respect to any: (1) portion of a Site that is a Community Facility, (2) Undesignated Site, (3) Undeveloped, Non-assessable Single-family Site, (4) Undeveloped, Non-assessable Multi-family Site, or (5) Designated Non-residential Site, or

(B) any Real Estate Transfer Assessment with respect to the Transfer of any Community Facility, and as otherwise set forth in Section 6.8 with respect to Community Facilities;

(ii) Notwithstanding any other provision herein, the Baseline Community Association shall be exempt from all Assessments.

(iii) Notwithstanding any provision herein, the Baseline Community Association may grant an exemption from the obligation to pay any General Assessment, Special Assessment, or Limited Assessment for any Site that is exempt from taxation pursuant to C.R.S. § 39-3-101, et seq., as the same may be amended, or any comparable statute.



(g) Subsequent Failure to Qualify as a Community Facility. Notwithstanding anything to the contrary contained in Section 6.1(f), if, after a Transfer of a Community Facility, such Site ceases to be a Community Facility, then the Baseline Community Association may levy and collect, and the Transferee of the Site shall be liable for:

(i) all General Assessments, Limited Assessments and Special Assessments with respect to the Site, commencing on the date on the Transferee acquires such Site, and

(ii) a Real Estate Transfer Assessment with respect to the Fair Market Value of the Site, which will be due and payable to the Baseline Community Association on the date Transferee acquires or acquired such Site.

6.2 Budgets.

(a) Board Action. Prior to the first levy of any Assessment, and at least once during each Fiscal Year thereafter, the Board (subject to Sections 6.2(b) through 6.2(d)) shall propose and adopt by Majority vote a proposed annual budget for the Baseline Community Association for the following Fiscal Year that sets forth:

(i) an estimate of the costs and expenses to be incurred by the Baseline Community Association for the next Fiscal Year, including the Board's estimate of: (A) costs and expenses for Capital Improvements, (B) amounts to be paid to BECCA pursuant to the Joint Funding Agreement, and (C) the amount the Baseline Community Association will deposit into the Reserve Account for such Fiscal year (collectively, the "Total Expenditure Amount"),

(ii) each of the total amount of General Assessments, the total amount of Limited Assessments, and the total amount of Special Assessments the Board estimates must be levied to pay the Total Expenditure Amount for the next Fiscal Year,

(iii) a summary of matters relating to the Reserves, which shall include all of the following:

(A) the current estimated replacement cost, remaining life and useful life of each major component of the Common Elements,

(B) as of the end of the Fiscal Year for which the summary is prepared: (1) the current estimate of the cost of repairing, replacing or restoring each major component of the Common Elements, (2) the cost to undertake any additional proposed Capital Improvements, (3) the amounts that should be set aside in each Reserve Account to pay for repairing, replacing and restoring the major components of the Common Elements and other proposed Capital Improvements (the "Minimum Reserve Balances"), (4) the current amount of accumulated Reserves actually set aside to undertake such repairs, replacements and restorations and such additional proposed Capital Improvements, and (5) an estimate of the total annual Assessments that may be required to cover the costs of



such repairs, replacements and restorations and such additional Capital Improvements (after considering amounts in the Reserve Account), and

(C) a general statement addressing the procedures used for calculating and establishing the amount of the Reserves, and

(iv) a statement as to whether the Board has determined or anticipates that the levy of one or more Special Assessments will be required to fund the Reserve Account or to make any Capital Improvements.

(b) Summary Delivered / Owners Meeting Called. Within ninety (90) days after any proposed annual budget (or any proposed amendment to any annual budget) is approved by the Board, the Board shall (i) mail by first-class mail, or otherwise deliver, including posting the proposed annual budget (or proposed amendment to an annual budget) on the Baseline Community Association's website, a summary of the proposed annual budget (or budget amendment) to all Owners, and (ii) set a date for a meeting of the Owners to consider the proposed annual budget or budget amendment.

(c) Owner Action. The Owners Meeting to consider a proposed annual budget or any proposed amendment to an annual budget must occur within a reasonable time after mailing or other delivery to the Owners of such proposed budget or budget amendment, or as otherwise allowed in the Bylaws.

(d) Approval. Unless at the Owners Meeting votes held by Owners owning a Majority of the Sites, whether or not a quorum is present, are cast to reject the proposed annual budget or proposed budget amendment, the proposed annual budget or proposed budget amendment, as appropriate, shall be deemed approved; *provided, however,* at the Board's discretion, any portion of the proposed annual budget or budget amendment that sets forth costs or expenses to be paid by a Limited Assessment shall be deemed approved unless at the Owner's Meeting votes held by Owners owning a Majority of the Sites to which such Limited Assessment are allocated, whether or not a quorum of such Owners is present, are cast to reject such proposed Limited Assessment. For purposes of this Section 6.2(d), each Site shall be allocated one vote, regardless of the number of Owners of such Site.

(e) Effect of Rejection. If any portion of the proposed annual budget or budget amendment is rejected as provided in Section 6.2(d), then the portion of the budget last proposed by the Board that addresses (in the judgment of the Board) the same subject matter as the rejected portion (e.g., capital improvements) that was not rejected by the Owners in accordance with Section 6.2(d), shall be deemed renewed for the next Fiscal Year and shall remain in full force and effect until such time as the Board proposes a new annual budget or budget amendment that is not rejected by the Owners as set forth in Section 6.2(d).

6.3 General Assessments.

(a) Levy. On the first day of each calendar month or on such other day or in such other intervals as determined by the Board, the Baseline Community Association shall levy and collect from each Owner, with respect to each Assessable Site owned by such Owner, an annual assessment to be used by the Baseline Community Association for: (i) the maintenance



and ownership of the Common Elements, (ii) providing Services to the extent costs and expenses are incurred by the Baseline Community Association therefor that benefit the Owners or their Guests as determined by the Board, or (iii) any other purpose permitted by law (in any case to be paid in twelve (12) equal monthly installments or in such other installments as determined by the Board) (a “**General Assessment**”) in the amount calculated pursuant to Section 6.3(b).

(b) Allocation of Assessment Units. The allocation among the Owners of liability for the Common Expenses (and for certain Assessments) as set forth herein is based on the Owners respective pro rata share of assessment units allocated to each Owner’s Site pursuant to this Section 6.3(b) (“**Assessment Units**”). Each Site is allocated the number of Assessment Units equal to the number of votes in the Baseline Community Association allocated to such Site pursuant to Section 4.3, except that no votes are allocated to:

- (i) Undesignated Sites,
- (ii) Undeveloped, Non-assessable Single-family Sites,
- (iii) Undeveloped, Non-assessable Multi-family Sites,
- (iv) Designated Non-residential Sites, or
- (v) Community Facilities.

(c) Allocation of Liability for General Assessments. For each Fiscal Year, the Baseline Community Association shall levy and collect from each Owner a General Assessment, with respect to each Assessable Site owned by such Owner, in the amount equal to the product of: (i) the total amount of General Assessments for such Fiscal Year as set forth in the Baseline Community Association’s annual budget for such Fiscal Year, and (ii) a fraction, the numerator of which is the number of Assessment Units allocated to such Assessable Site pursuant to Section 6.3(b), and the denominator of which is the total number of Assessment Units allocated to all Assessable Sites.

6.4 Limited Assessments.

(a) Levy. The Assessments the Baseline Community Association may levy pursuant to this Section 6.4 are referred to in this Declaration as “**Limited Assessments**.”

(b) Allocation of Liability for Limited Assessments. Notwithstanding anything to the contrary contained in Section 6.3, if any Common Expense or other charge incurred by the Baseline Community Association is attributable to (i) the provision of any facilities or services to one or more but fewer than all of the Sites or Owners, or (ii) the management, operation, construction, maintenance, repair, replacement, alteration or improvement of a Limited Common Element, then Baseline Community Association may levy and collect an Assessment for such Common Expense or other charge against each such Site or Owner, as appropriate, to which such facilities or services are provided or to which such Limited Common Element is appurtenant, as appropriate, in an amount equal to either: (A) the product of: (1) the amount of such Common Expense or other charge, and (2) a fraction, the numerator of which is the number of Assessments Units allocated to such Owner’s Site pursuant to Section



6.1(f), and the denominator of which is the number of all Assessment Units allocated (pursuant to Section 6.1(f)) to all Sites to which such Common Expense or other charge is attributable, or (B) any other equitable proportion as the Board reasonably deems appropriate.

(c) Budget. Limited Assessments must be shown on an annual budget, or an amendment to an annual budget deemed approved by the Owners pursuant to Section 6.2, and shall be paid in twelve (12) equal monthly installments or in such other installments as determined by the Board and shall be due on the first day of each calendar month or on such other day as determined by the Board.

(d) No Waiver. The failure of the Baseline Community Association to levy a Limited Assessment shall not be deemed a waiver, modification, or release of an Owner's liability for the Common Expense for which such Limited Assessment is or would be attributable.

6.5 Special Assessments.

(a) Levy. The Assessments the Baseline Community Association may levy and collect pursuant to this Section 6.5 are referred to in this Declaration as "**Special Assessments**".

(b) Shortfall. If the Baseline Community Association's revenues (including revenues from Assessments) are not sufficient to pay the Common Expenses in accordance with the provisions of this Declaration, then the Board may cause the Baseline Community Association to levy and collect a Special Assessment against the some or all of the Owners of Assessable Sites, in an amount equal to such shortfall, *provided, however*, that any such Special Assessment shall be deemed a "budget amendment" (as such term is used in Section 6.2) and, therefore, shall not be effective unless and until the applicable procedures and requirements set forth in such Section 6.2 have been observed and satisfied. Special assessments shall be paid in twelve (12) equal monthly installments or in such other installments as determined by the Board and shall be due on the first day of each calendar month or such other day as determined by the Board.

(c) Allocation of Liability for Special Assessments. With respect to each Special Assessment, the Baseline Community Association shall levy and collect from each Owner of an Assessable Site a Special Assessment, with respect to such Assessable Site, in the amount equal to the product of: (i) the total amount of such Special Assessments, and (ii) a fraction, the numerator of which is the number of Assessment Units allocated to such Owner's Assessable Site, and the denominator of which is the number of Assessment Units allocated to all Assessable Sites.

6.6 Reconciliation. As soon as reasonably possible after the end of each Fiscal Year, the Board will cause the actual amount of costs and expenses incurred by the Baseline Community Association for such Fiscal Year, including costs and expenses for Capital Improvements, amounts paid pursuant to the Joint Funding Agreement, and the amount of funds deposited into the Reserve Account for such Fiscal Year, to be reconciled against the amount of Assessments received by the Baseline Community Association for such Fiscal Year. If there is a



surplus of funds at the end of such Fiscal Year, the Board may deposit all or a portion of such surplus into the Reserve Account or may return all or any portion of such the surplus to the Owners either directly or as a credit against future Assessments, in proportion to their respective number of Assessment Units. If any Owner has overpaid General Assessments, Limited Assessments or Special Assessments allocated to such Owner's Sites, the Board may either refund the overpayment to such Owner or credit such overpayment against such Owner's obligation to pay Assessments for the following Fiscal Year. To the extent any Owner has underpaid the General Assessments, Limited Assessments or Special Assessments allocated to such Owner's Sites, the Board may either demand in writing that such Owner pay the deficiency to the Baseline Community Association within a specified period of time, as determined by the Board, after the Board notifies such Owner of such underpayment (which period of time may not be less than thirty (30) days), or the Board may include such underpayment in such Owner's obligations for General Assessments, Limited Assessments or Special Assessments for the following Fiscal Year.

6.7 Default Assessments.

(a) Levy. Notwithstanding any provision herein, if any Common Expense is caused by: (i) the negligence or misconduct of an Owner or such Owner's Guest, or (ii) a violation of any covenant or condition of a Community Document by an Owner or such Owner's Guest, including failure to timely pay any Assessment or any other amount due to the Baseline Community Association, then the Baseline Community Association may levy an assessment against such Owner's Site. Any such Assessment levied by the Baseline Community Association and each fine, penalty, and fee, and all collection costs and reasonable attorneys' fees, costs, and expenses and other charges imposed upon an Owner for the violation of any covenant or condition of any Community Document by an Owner or such Owner's Guest are each referred to herein as a "**Default Assessment**". Owners of Sites against which Default Assessments have been levied shall pay such Default Assessments when required by the Board.

(b) Notice and Opportunity to be Heard. With respect to any Default Assessment, or portion thereof, levied other than as a late charge, returned-check charge or interest, the notice and hearing procedures set forth in the Rules shall be followed.

6.8 Real Estate Transfer Assessments.

(a) Obligation. Subject to the terms and conditions of Section 6.8(c), immediately upon the occurrence of any Transfer of any Site, the Transferee shall pay to the Baseline Community Association an assessment (a "**Real Estate Transfer Assessment**") in an amount equal to the sum of: (i) an amount to pay the Baseline Community Association's administrative expenses related to a Transfer (an "**Administrative Transfer Fee**") in the amount of two hundred dollars (\$200) or such different amount as may be established by the Board.

(b) Joint and Several. In respect of any Transfer subject to a Real Estate Transfer Assessment where the Transferee does not timely pay the Real Estate Transfer Assessment therefore, then each Person included within the term Transferee and Transferor, with respect to such Transfer, shall be jointly and severally liable for payment of such Real Estate Transfer Assessment.



(c) Exemptions. Notwithstanding anything to the contrary contained in this Section 6.8, the Baseline Community Association shall not levy or collect a Real Estate Transfer Assessment for any of the Transfers described below, unless, with respect to clauses (iv) through (xxiii), the Transfer was made for the purpose of avoiding the Real Estate Transfer Assessment.

- (i) Any Transfer to or from Founder or an Affiliate of Founder, including Transfers from Founder or an Affiliate of Founder to a Builder.
- (ii) The first Transfer of a Designated Single-family Site to occur after the City has issued a temporary or permanent certificate of occupancy for a dwelling unit on such Designated Single-family Site.
- (iii) Any Transfer of a Designated Multi-family Site
- (iv) Any Transfer to (A) the United States or any agency or instrumentality thereof, or (B) the State of Colorado or any county, city and county, municipality, district or other political subdivision of the State of Colorado.
- (v) Any Transfer to the Baseline Community Association or BECCA.
- (vi) Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives, but only if the Consideration for the Transfer is no greater than ten percent (10%) of the Fair Market Value of the Site or portion thereof Transferred. For the purposes of this exclusion, (A) the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of such descendants, and (B) stepchildren and adopted children shall be considered lineal descendants. A distribution from a trust shall be treated as a Transfer made by the grantors of the trust to the beneficiaries of the trust.
- (vii) Any Transfer arising only from the termination of a joint tenancy of a Site or the partition of a Site held under common ownership, except to the extent that additional Consideration is given in connection therewith.
- (viii) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a Site by the estate of an Owner.
- (ix) Any Transfer made by (A) a subsidiary to a parent corporation that owns more than fifty percent (50%) of the outstanding stock of the subsidiary, or (B) by a parent corporation to a subsidiary in which the parent corporation owns more than fifty percent (50%) of the outstanding stock, on the condition that there is no Consideration for the Transfer, other than the issuance, cancellation or surrender of the subsidiary's stock.
- (x) Any Transfer made by (A) a partner, joint venturer or member to a partnership, joint venture or limited liability company in which the partner, joint venturer or member has not less than a fifty percent (50%) interest, or (B) by a partnership, joint venture or limited liability company to a partner, joint-venturer or member holding not less than a fifty percent (50%) interest in the partnership, joint venture or limited liability



company, on the condition that there is no Consideration for the Transfer, other than the issuance, cancellation or surrender of equity interests in the partnership, joint venture or limited liability company.

(xi) Any Transfer made by a corporation to its shareholders in connection with the liquidation of the corporation or other distribution or dividend in kind to its shareholders, on the condition that the Site, or portion thereof, is transferred generally pro rata to its shareholders and no Consideration is paid for the Transfer, other than the cancellation of such corporation's stock.

(xii) Any Transfer made by a partnership, joint venture or limited liability company to its partners, joint venturers or members in connection with the liquidation of the partnership, joint venture or limited liability company or other distribution of property to the partners, joint venturers or members, on the condition that the Site or portion thereof is transferred generally pro rata to its partners, joint venturers or members and no Consideration is paid for the Transfer, other than the cancellation of the partners', joint venturers' or members' interests in the partnership, joint venture or limited liability company.

(xiii) Any Transfer made by a Person owning a Site, or portion thereof, to a corporation, partnership, joint venture, limited liability company or other entity, on the conditions that (A) the corporation, partnership, joint venture, limited liability company or other entity is owned in its entirety by the Person transferring the Site, or portion thereof, (B) such Person has the same relative interest in the Transferee as they had in the Site or portion thereof immediately prior to such Transfer, and (C) no Consideration is paid for the Transfer, other than the issuance of each such Person's respective stock or other ownership interests in the Transferee.

(xiv) Any Transfer made by any Person to any other Person, whether in a single Transfer or a series of transactions where the Transferor and the Transferee are and remain under common ownership and control as determined by the Board, on the condition that no such Transfer or series of transactions shall be exempt, unless the Board finds that such Transfer or series of transactions (A) is for no Consideration, other than the issuance, cancellation or surrender of stock or other ownership interest in the Transferor or the Transferee, as appropriate, (B) is not inconsistent with the intent and meaning of this Section 6.8, and (C) is for a valid business purpose and is not for the purposes of avoiding the obligation to pay the Real Estate Transfer Assessment.

(xv) Any Transfer made only for the purpose of confirming, correcting, modifying or supplementing a Transfer previously Recorded, making minor boundary adjustments, removing clouds on titles or granting easements, rights-of-way or licenses and any exchange of Sites between Founder and any original Purchaser from Founder of the Sites being Transferred to Founder in such exchange. To the extent that Consideration in addition to previously purchased Sites is paid to Founder in such an exchange, the additional Consideration shall be subject to the Real Estate Transfer Assessment. To the extent that Founder, in acquiring by exchange Sites previously purchased from Founder, pays Consideration in addition to transferring Sites, the original



Purchaser shall be entitled to a refund from the Baseline Community Association in an amount equal to the product obtained by multiplying (A) the amount of the additional Consideration, by (B) the Real Estate Transfer Assessment Rate that was in effect as of the date of the original Transfer.

(xvi) Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second Transfer subject to the Real Estate Transfer Assessment in a series of transactions which includes only one effective Transfer of the right to use or enjoy a Site.

(xvii) Any lease of any Site or portion thereof (or assignment or transfer of any interest in any such lease) for a period of less than thirty (30) years.

(xviii) Any Transfer only of minerals or interests in minerals.

(xix) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

(xx) Any Transfer in connection with (A) the foreclosure of a deed of trust or mortgage, or (B) a deed given in lieu of foreclosure.

(xxi) The Transfer of a Site or portion thereof to a qualified intermediary in connection with a tax deferred exchange of real property under Section 1031 of the Internal Revenue Code of 1986, as amended, on the condition that the Transferee of the qualified intermediary pays the Real Estate Transfer Assessment.

(xxii) Any Transfer made by a corporation or other entity, for Consideration, (A) to any other corporation or entity which owns, directly or indirectly, one hundred percent (100%) of the Transferor's equity securities; or (B) to a corporation or entity whose equity securities are owned, directly or indirectly, one hundred percent (100%) by the corporation or entity that owns one hundred percent (100%) of the Transferor's equity securities.

(xxiii) Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where Consideration is paid for, or in connection with, such Transfer, on the condition that, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in the Transferor immediately prior to the Transfer. For example, if corporation A owns sixty percent (60%) of corporation B, and corporation B owns one hundred percent (100%) of corporation C and corporation C conveys a Site to corporation A for two million dollars (\$2,000,000), sixty percent (60%) of the Real Estate Transfer Assessment would be exempt and a Real Estate Transfer Assessment would be payable only on eight hundred thousand dollars (\$800,000) (*i.e.*, forty percent (40%) of the two million dollars (\$2,000,000) Consideration).



(d) Without Consideration. For purposes of Section 6.8(c), a Transfer shall be deemed to be without Consideration only if:

(i) the only Consideration is a book entry made in connection with an intercompany transaction in accordance with Generally Accepted Accounting Principles, or no Person which does not own a direct or indirect equity interest in the Site immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Site by virtue of the Transfer,

(ii) the aggregate interest immediately prior to the Transfer of all direct and indirect Owners whose equity interest is increased on account of the Transfer does not increase by more than twenty percent (20%) (out of the total one hundred percent (100%) equity interest in the Site), and

(iii) no Person is entitled to receive directly or indirectly any other Consideration in connection with the Transfer.

In connection with considering any requests for an exemption under Section 6.8(c), the Board may require the applicant to submit true, correct and certified copies of all relevant documents relating to the Transfer and an opinion of the applicant's counsel, in form and substance satisfactory to the Board, (A) setting forth all relevant facts regarding the Transfer; (B) stating that in their opinion the Transfer is exempt under Section 6.8(c); and (C) setting forth the basis for such opinion.

(e) When Due. A Real Estate Transfer Assessment shall be due and payable by the Transferee to the Baseline Community Association at the time of the Transfer giving rise to such Real Estate Transfer Assessment.

(f) Report Required. With such payment the Transferee shall make a written report to the Baseline Community Association on forms prescribed by the Baseline Community Association, fully describing the Transfer and setting forth the true, complete and actual Consideration for the Transfer, the names of the parties thereto, the legal description of the Site transferred, and such other information as the Baseline Community Association may reasonably require.

(g) Real Estate Transfer Assessment Rate.

(i) The "Real Estate Transfer Assessment Rate" shall be one half of one percent (0.50%) unless and until the Board adopts a different rate, subject to the prior written consent of Founder.

(ii) In no event shall the Real Estate Transfer Assessment Rate exceed one percent (1%).

(iii) Subject to Section 6.8(g)(ii), the Board may establish different Real Estate Transfer Rates for different type of Transfers or with respect to different types of Sites.



(h) Use of Proceeds. The Baseline Community Association shall maintain a bank account to hold all Real Estate Transfer Assessments, and interest thereon (the "RETA Account"). No funds other than funds Real Estate Transfer Assessments, and interest thereon, shall be deposited into the RETA Account. Notwithstanding any other provision in the Community Documents, in no case shall any funds in or required hereby to be in the RETA Account or any Real Estate Transfer Assessments be used for litigation, arbitration or other dispute resolution, or for the preparation or evaluation of litigation, arbitration, other dispute resolution, or potential litigation, arbitration or other dispute resolution, without the express written consent of at least sixty-seven percent (67%) of the votes in the Baseline Community Association and Founder.

6.9 Assignment of Assessments. The Board shall have an unrestricted right to assign the Baseline Community Association's right to receive Assessments and other future income, either as security for obligations of the Baseline Community Association or otherwise.

6.10 Assessment Lien.

(a) Creation of Lien. The Baseline Community Association shall have a lien on each Site securing each Assessment levied against that Site and any fines, late charges, penalties, interest, attorneys' fees, disbursements and costs of collection imposed against its Owner under any Community Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due dates set by any valid Baseline Community Association acceleration of installment obligations.

(b) Priority. An Assessment Lien is prior to all other liens and encumbrances on a Site except:

(i) liens and encumbrances Recorded prior to the Recordation of this Declaration,

(ii) a First Mortgage which was Recorded before the date on which the Assessment sought to be enforced became delinquent; *provided, however,* that the Assessment Lien for an amount equal to the Assessments which would have become due, in the absence of any acceleration, during the six (6) - month period immediately preceding institution of an action to enforce the lien or to extinguish the lien shall be prior to such First Mortgage, and

(iii) liens for real estate taxes and other governmental assessments or charges against the Site.

(c) Perfection and Recording. The Recording of this Declaration constitutes record notice and perfection of an Assessment Lien on each Site. No further Recordation of any notice or claim of any Assessment Lien is required.



(d) Extinguishment of Lien. An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within six (6) years after the full amount of the Assessment Lien secured thereby becomes due.

(e) Other Remedies. This Section 6.10 does not prohibit:

- (i) actions or suits to recover sums secured by an Assessment Lien; or
- (ii) the Baseline Community Association from taking a deed in lieu of foreclosure.

(f) Receiver. In any action by the Baseline Community Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver with respect to a Site to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Baseline Community Association during the pendency of the action to the extent of the Baseline Community Association's Assessments.

(g) Method of Foreclosure. An Assessment Lien shall be foreclosed in like manner as a mortgage on real estate, except that, to the extent required by Section 316(11)(a) of CCIOA, the Baseline Community Association or a holder or assignee of the Assessment Lien, whether the holder or assignee of the Assessment Lien is an entity or a natural person, may only foreclose on the lien if:

- (i) the balance of the assessments and charges secured by such Assessment Lien equals or exceeds six (6) months of common expense assessments based on a budget adopted by the Baseline Community Association, and
- (ii) the Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Site on an individual basis. Notwithstanding any other provision in the Community Documents, the Board may not delegate its duty to act under this Section 6.10(g)(ii) to any attorney, insurer, manager, or other Person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the Baseline Community Association or a holder or assignee of the Assessment Lien connection with an action that is dismissed for this reason may be assessed against the Owner.

6.11 Waiver of Homestead Exemption. By acceptance of the deed or other instrument of transfer of a Site, an Owner irrevocably waives the homestead exemption provided by C.R.S. § 38-41-201, et seq., as amended.

6.12 Estoppel Certificates; Notices to Mortgagees.

(a) Requirement to Deliver Estoppel Certificates. The Baseline Community Association shall furnish to an Owner or its designee or to a Mortgagee or its designee, upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Baseline Community Association's registered agent, a statement setting



forth the amount of unpaid Assessments currently levied against such Owner's Site. The statement shall be furnished within fourteen (14) calendar days after the Baseline Community Association's receipt of the request and shall be binding on the Baseline Community Association, the Board, every Owner and Mortgagee. If no statement is furnished to the Owner, the Mortgagee or its designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, then the Baseline Community Association shall have no right to assert an Assessment Lien upon the Site for unpaid Assessments which were due as of the date of the request.

(b) First Mortgagees. The Baseline Community Association shall report to any First Mortgagee any unpaid Assessments remaining unpaid for more than ninety (90) days after the same shall have become due, if such First Mortgagee first shall have delivered to the Baseline Community Association a written request for notice of unpaid Assessments. Any First Mortgagee holding a lien on a Site may pay any unpaid Assessment with respect to such Site, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee shall have a lien on the Site for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

6.13 Administration of Assessments.

(a) Right to Records. The Baseline Community Association shall have the right to inspect and copy all records of any Owner that are related to the Owner's obligation to pay any Assessment or to deliver any information to the Baseline Community Association under this Article VI.

(b) Rules. The Baseline Community Association may adopt any Rules that the Board deems necessary or appropriate with respect to the administration of the Assessments, including Rules that:

(i) require Owners to report information regarding Assessments to the Baseline Community Association, including, information that an Owner must obtain from the Owner's lessees, shareholders, partners or members, and

(ii) relate to the Baseline Community Association's right to inspect and copy all records of any Owner that are related to the Owner's obligation to pay any Assessment or to deliver any information to the Baseline Community Association under this Article VI.

(c) Disputes and Questions. The Board shall resolve any dispute or question regarding the imposition, application, determination, administration, payment or collection of any Assessment. Any decision made in that regard shall be final and binding on the Baseline Community Association and the Owners.

6.14 Reserves; Reserve Account. The Board shall maintain a reserve account to hold and accumulate funds required to undertake Capital Improvements (the "**Reserve Account**"). Funds set aside or to be set aside for Capital Improvements are referred to herein as the "**Reserve**". Funds may be withdrawn from the Reserve Account only upon approval of the



Board and may be used only for making Capital Improvements, but shall not be used for litigation, arbitration or other dispute resolution relating to the Capital Improvements or for any purpose other than making Capital Improvements, without the express written consent of at least sixty-seven percent (67%) of the votes in the Baseline Community Association and Founder.

6.15 Working Capital Fees.

(a) Baseline Community Association. To provide the Baseline Community Association with sufficient working capital and funds to cover the cost of unforeseen expenditures, to defray operating expenses, to purchase additional equipment or services, or to fund the general operations and obligations of the Baseline Community Association a fee is hereby established in an amount equal to three (3) months' General Assessments based on the then-current budget for the Baseline Community Association (the "**Baseline Community Association Working Capital Fee**"). Within thirty (30) days after the first issuance by the City of a temporary or permanent certificate of occupancy for any dwelling unit on a Site, the Owner of such Site shall be required to contribute to the Baseline Community Association an amount equal to three (3) months' General Assessments with respect to such dwelling unit as a Baseline Community Association Working Capital Fee. The Baseline Community Association Working Capital Fee shall be enforceable in the same manner as a General Assessment.

(b) BECCA. To provide BECCA with sufficient working capital and funds to cover the cost of unforeseen expenditures, to defray operating expenses, or to fund the general operations and obligations of BECCA, certain fees are hereby established ("**BECCA Working Capital Fee**"). Within thirty (30) days after the first issuance by the City of a certificate of occupancy (temporary or final) for any dwelling unit on a Site, the Owner of such Site shall pay to BECCA a BECCA Working Capital Fee in the equal to one-half (1/2) the amount of the Residential Cap as of the date the City issues such certificate of occupancy.

(c) Additional Provisions regarding Working Capital Fees. No Owner shall be entitled to a refund of any amount contributed as a Baseline Community Association Working Capital Fee or a BECCA Working Capital Fee paid by such Owner or such Owner's transferee upon the subsequent transfer of any Site. Any amounts contributed as a Baseline Community Association Working Capital Fee or a BECCA Working Capital Fee shall not constitute an advance payment of any Assessment any amount due under the Joint Funding Agreement, or any other fee or charge. The Baseline Community Association is not required to maintain a separate account for Baseline Community Association Working Capital Fees. Notwithstanding any other provision herein, no BECCA Working Capital Fees shall be due or payable to the extent doing so would cause the Residential Cap to be exceeded in the opinion of the Council. Notwithstanding any provision herein, neither Section 6.15(b) nor this Section 6.15(c) with respect to BECCA Working Capital Fees shall be amended without the prior Recorded written consent of BECCA. BECCA is an intended third-party beneficiary of this Section 6.15.

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ARTICLE VII **MAINTENANCE OF COMMON ELEMENTS AND SITES**

7.1 **Maintenance of Common Elements.** Except as otherwise provided in this Declaration, the Baseline Community Association, or its duly designated agent, shall maintain all Common Elements and the improvements and landscaping located thereon in good order and repair and otherwise in accordance with the Community-wide Standard, and shall otherwise manage and operate all Common Elements as it deems necessary or appropriate. In this regard the Baseline Community Association may: (a) construct, modify, add to, remove, replace, repair or renovate any improvements that are located on, or constitute a part of, any Common Element, (b) plant, irrigate and otherwise maintain and replace trees, shrubs and other vegetation on any Common Element, (c) place, maintain and replace signs upon any Common Element, (d) adopt and enforce Rules regulating the use of Common Elements, (e) impose and collect fees for the use of any Common Element, and (f) take any other actions that the Board deems necessary or appropriate to protect, maintain, operate, manage or regulate the use of Common Elements.

7.2 **Maintenance of Sites and Sub-association Common Elements.**

(a) **Sites.** Each Owner shall, at such Owner's sole cost and expense, maintain such Owner's Site and the improvements and landscaping located thereon or thereunder in a neat, safe and attractive condition, in good order and repair and otherwise in accordance with the Community-wide Standard.

(b) **Sub-community Common Elements.** Each Sub-association shall, at such Sub-association's sole cost and expense, maintain such Sub-association's common elements, in a neat, safe and attractive condition, in good order and repair and otherwise in accordance with the Community-wide Standard.

(c) **Self Help.** If, in the judgment of the Board or any management company to which the Board delegates such authority, an Owner fails to maintain its Site or the improvements or landscaping located thereon or thereunder or any Sub-association fails to maintain its common elements, in a neat, safe and attractive condition, in good order and repair and otherwise in accordance with the Community-wide Standard, and such failure remains uncured for more than thirty (30) days after the Baseline Community Association's delivery of written notice thereof to such Owner or Sub-association, then the Baseline Community Association or any management company to which the Board delegates such authority may enter upon such Site (or common elements) and perform such maintenance, repairs or replacement as the Baseline Community Association, or such management company, deems necessary or appropriate to satisfy the Owner's or Sub-association's obligations under this Section 7.2 and all other provisions of the Community Documents. All costs and expenses incurred by the Baseline Community Association, or such management company, in connection with performing an Owner's or Sub-Association's obligations set forth in this Section 7.2 or other provisions of the Community Documents plus fifteen percent (15%) of the total amount of such costs and expenses, or such other administrative fee as may be established by the Baseline Community Association for time to time, may be charged to such Owner, such Sub-association, or directly to such Sub-association's members as a Default Assessment.



(d) Emergency Repairs. The Baseline Community Association may, without notice, make emergency repairs to and maintain any Site or improvement located thereon or any Common Element, as may be, in its judgment, necessary for the safety of any Person or to prevent damage to any other property. The cost of such maintenance and repair shall be charged to the Owner of the Site or such Association's members as a Default Assessment.

(e) Supplemental Declarations. Notwithstanding any provision herein, obligations pertaining to maintenance, repair or replacement of Tree Lawn Areas or other portions of the Property or improvements thereon or thereunder may be modified from that set forth in this Section 7.2 (or elsewhere herein) by a Recorded Supplemental Declaration or other mechanism permitted by the Community Documents.

ARTICLE VIII DESIGN REVIEW

8.1 Design Review Committee.

(a) Established. The Baseline Community Association shall have a Design Review Committee (the “**Design Review Committee**”) consisting of between three (3) and seven (7) individuals appointed by Founder. Founder may remove or replace any member of the Design Review Committee with or without cause. Founder may cause the Design Review Committee to incorporate, in which case all references herein to the Design Review Committee shall be deemed to refer to the board of directors of such corporation. Regardless of whether the Design Review Committee is incorporated, the Design Review Committee is separate and apart from the Board and, specifically, is not a committee of the Board.

(b) Governance. The Design Review Committee shall select its own chairperson from its members. The chairperson shall be the presiding officer of its meetings. In the absence of the chairperson from a meeting, the members present shall appoint a member to serve as acting chairperson at such meeting. Meetings shall be held upon call of the chairperson at the offices of the Baseline Community Association or at such other location selected by the chairperson. A Majority of members of the Design Review Committee shall constitute a quorum for the transaction of business. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date. The affirmative vote of a Majority of the members of the Design Review Committee shall constitute the action of the Design Review Committee on any matter before it, without any requirement for ratification by the Board. Except as set forth above, the Design Review Committee shall operate in accordance with its own Rules, and be filed with the Baseline Community Association and maintained in the records of the Baseline Community Association and be subject to inspection by all Owners and Mortgagees. The Design Review Committee may amend its Rules and shall deliver any such amendment to the Baseline Community Association.

(c) Consultants. Subject to budgets established by the Board, the Design Review Committee is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers or other professionals and consultants to advise and assist the Design Review Committee in performing the design review functions described in this Article VIII. The Design Review Committee is also authorized to hire Persons to perform



the design review functions described in this Article VIII. Notwithstanding the foregoing, a member of the Design Review Committee may be compensated for services performed for the Baseline Community Association which are separate and distinct from such member's duties as a member of the Design Review Committee.

8.2 Approval and Oversight.

(a) Prohibition. No Person may:

- (i) perform any earth movement, vegetation removal, paving or drainage modification,
- (ii) construct any building, structure or other improvement,
- (iii) subject to Section 8.2(c), make any physical or cosmetic alteration or modification to existing buildings, structures or improvements,
- (iv) install or alter any exterior or interior signage that is visible from the outside of any building, structure or improvement,
- (v) install or alter any landscaping or exterior furniture, fixtures, equipment or art, or
- (vi) change the exterior appearance of any land or any building, structure or improvement located thereon,

within the Property, without the prior written consent of the Design Review Committee.

(b) Exemptions. Notwithstanding any provision herein, improvements, alterations, modifications, installations, furniture and fixtures that:

- (i) are completely within a building, structure or other improvement,
- (ii) do not change the exterior appearance of a building, structure or other improvement and are not visible from the outdoors, and
- (iii) do not change the number of Sites,

may be undertaken without Design Review Committee consent, but are subject to all other covenants, conditions and restrictions contained in this Declaration.

(c) Decisions Binding. The decisions of the Design Review Committee shall be conclusive and binding on all interested parties, subject only to the right of appeal to and review by the Board as described in Section 8.3.

(d) Rules. Each Owner shall comply with the Rules of the Design Review Committee, as the same may be amended by the Design Review Committee.



(e) Variances. The Design Review Committee may, but under no circumstance is obligated to, grant reasonable variances or adjustments from any conditions and restrictions imposed by the Rules it adopts, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of such Rules. Such variances or adjustments will be granted in the Design Review Committee's sole and absolute discretion.

(f) Waivers; No Precedent. No approval, variance or waiver granted by the Design Review Committee with respect to any matter shall be deemed to constitute a precedent or waiver as to any other matter.

(g) Monitoring. The Design Review Committee or its designated representative may monitor any approved project to the extent required to ensure the construction or work on such project complies with any and all approved plans and construction procedures. The Design Review Committee or its designated representatives may enter upon any Site at any reasonable time or times to inspect the progress, work status or completion of any project.

(h) Stop-work and Approval Withdrawal. In addition to the remedies described in Section 8.4, the Design Review Committee may withdraw approval of any project and require all activity at such project to be stopped, if deviations from the approved plan or approved construction practices are not corrected or reconciled within twenty-four (24) hours after written notification to the Owner specifying such deviations.

(i) Conditions to Consents and Approvals. The Design Review Committee may, as a condition to any consent or approval, require an Owner to enter into a written agreement with the Baseline Community Association containing such covenants, conditions and restrictions as the Design Review Committee deems necessary or appropriate, including penalties for failures to comply.

(j) Founder's Exemption. Notwithstanding any provision to the contrary contained in this Article VIII, Founder and Founder's designees shall be exempt from the provisions of this Article VIII with respect to all matters.

8.3 Appeal to Board. Any Owner aggrieved by a decision of the Design Review Committee specifically concerning such Owner may appeal the decision to the Board in accordance with procedures to be established by the Board. Such appeal shall be in writing and shall be filed within thirty (30) days after the decision of the Design Review Committee. The Board may overrule the Design Review Committee on any issue or question, on the condition that more than fifty percent (50%) of the Directors vote to do so. In the event the decision of the Design Review Committee is overruled by the Board on any issue or question, the prior decision of the Design Review Committee shall be deemed modified to the extent specified by the Board and such decision, as so modified, shall thereafter be deemed the decision of the Design Review Committee. All decisions of the Board shall be final and binding on all Owners.

8.4 Enforcement of Restrictions. If an Owner violates any term or condition set forth in this Article VIII or in the Rules of the Design Review Committee, the Baseline Community Association and the Design Review Committee shall have the following rights and remedies:



(a) The Baseline Community Association or the Design Review Committee may, by written notice to the Owner, revoke any approval previously granted to the Owner by the Design Review Committee, in which event the Owner shall, upon receipt of such notice, immediately cease any construction, alteration or landscaping covered by the approval so revoked.

(b) The Baseline Community Association may, but is not obligated to, enter upon the Owner's Site and cure such violation at the Owner's sole cost and expense. If the Baseline Community Association cures any such violation, the Owner shall pay to the Baseline Community Association the amount of all costs and expenses incurred by the Baseline Community Association in connection therewith within thirty (30) days after the Owner receives a Default Assessment thereof from the Baseline Community Association.

(c) The Baseline Community Association or the Design Review Committee may sue the Owner to enjoin such violation.

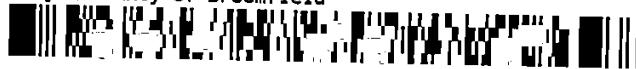
(d) The Rules may provide additional remedies for the Baseline Community Association and the Design Review Committee.

(e) Each of the Baseline Community Association and the Design Review Committee shall have all other rights and remedies available to it under this Declaration, at law or in equity. All rights and remedies of the Baseline Community Association and the Design Review Committee shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

8.5 Fees. The Design Review Committee may establish reasonable processing and review fees for considering any requests for approvals submitted to it, which fees shall be paid at the time the request for approval is submitted or at such other times set forth in the Rules adopted by the Design Review Committee. The Design Review Committee may also establish a requirement for the escrowing of funds in an amount sufficient to guarantee completion of a proposed project, landscaping or other finish work included as part of construction plans which have been presented to or approved by the Design Review Committee.

8.6 Lapse of Approval. Any approval issued by the Design Review Committee shall lapse and become void in accordance with the terms and conditions of the Rules adopted by the Design Review Committee and the terms and conditions of any consents, approvals or permits issued by the Design Review Committee. In addition, an approval issued by the Design Review Committee for a project will lapse and become void if any building permit or approval issued by a governmental or quasi-municipal entity for the same project lapses or is revoked or suspended.

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8.7 Liability. Neither Founder, the Baseline Community Association, the Design Review Committee nor any of their respective officers, directors, employees, shareholders, members, contractors or agents shall be responsible or liable for any defects, errors or omissions in any plans or specifications submitted, revised or approved under this Article VIII, nor for any defects, errors or omissions in construction pursuant to such plans and specifications. A consent or approval issued by the Design Review Committee or the Baseline Community Association means only that the Design Review Committee or Baseline Community Association believes that the construction, alteration, installation or other work for which the consent or approval was requested complies with the Rules adopted by the Design Review Committee and the Baseline Community Association. No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby (a) complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-municipal authority or any applicable covenants, conditions or restrictions, (b) is free from defects, errors or omissions, or (c) lies within the boundaries of the Site. No consent, approval or permit issued by the Design Review Committee or the Baseline Community Association shall relieve Owners or other Persons of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental or quasi-municipal authorities and any applicable covenants, conditions and restrictions.

8.8 Indemnity. By acceptance of deed to any portion of the Property, the Owner of such portion of the Property shall be deemed to have agreed to indemnify and hold harmless the Design Review Committee, the Baseline Community Association, and each of their directors, officers, employees, shareholders, members, contractors and agents, and their heirs and legal representatives, against all contractual and other liabilities to others arising in connection with any injury, damages or loss arising out of any activities conducted by or on behalf of such Owner, including injury, damages or loss related to any defect in any documents approved by the Design Review Committee except to the extent caused by or arising from the gross negligence or willful misconduct of the Person to be indemnified. The foregoing indemnification shall include indemnification against all fees, charges, costs and expenses (including attorneys', consultants' and experts' fees, charges, costs and expenses), and amounts paid in settlement actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding in which any of Persons indemnified by this Section 8.8 may be involved.

ARTICLE IX COVENANTS, CONDITIONS AND RESTRICTIONS

9.1 Applicability of Covenants, Conditions and Restrictions. Except as otherwise provided herein, the covenants, conditions and restrictions set forth in this Article IX shall apply to all portions of the Property.

9.2 Adding Property to Baseline Residential/Supplemental Declarations.

(a) Adding Property. All property added to Baseline Residential after the date this Declaration is Recorded shall be added only with the written consent of Founder and of the owner of such property, by Recording a Supplemental Declaration. Each Supplemental Declaration shall specify therein by legal description, the property being added to Baseline Residential.



(b) Supplemental Declarations Binding. In addition to the covenants, conditions, restrictions and reservations of rights found in this Article IX or elsewhere herein, all Owners and the Associations for all Sub-communities within Baseline Residential shall comply with all covenants, conditions, restrictions and reservations of rights set forth in all Supplemental Declarations or any portion thereof that apply to such Owners or Associations, as applicable. Each Owner and the Association for each Sub-community shall require that its Guests comply with all provisions of the Supplemental Declaration that apply to such Owner or Association, as applicable.

9.3 Community Documents. Except as otherwise provided herein, each Owner and the Association for each Sub-community shall comply with all provisions of the Community Documents that apply to such Owner, such Owner's Sites, such Association or such Association's common elements. Each Owner and the Association for each Sub-community shall require that its Guests comply with all provisions of the Community Documents.

9.4 Construction and Alterations. Except as otherwise provided in this Declaration: (a) no Person shall perform any construction, alterations, installations or other work within Baseline Residential, except in accordance with this Declaration and the applicable Rules, and (b) no Person shall construct or allow within Baseline Residential the existence of any temporary structures of any sort, except those permitted by this Declaration and the applicable Rules.

9.5 Uses Inconsistent with Zoning. Unless otherwise approved by Founder in writing, the Property shall not be used for any purpose not permitted by applicable zoning laws.

9.6 Residential and Home Office Uses. Use of the Sites, other than the Undesignated Sites, the Designated Non-residential Sites, and Community Facilities, is restricted to residential purposes. No business or trade, may be conducted in or from any Site, except that an Owner or occupant residing in a dwelling on a Site may maintain a home office within such dwelling so long as: (i) the existence or operation of the home office is not apparent or detectable by sight, sound or smell from outside the dwelling, (ii) the home office conforms to all applicable zoning and other legal requirements, (iii) the home office does not involve regular visitation to the dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property, and (iv) the home office is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole and absolute discretion of the Board.

9.7 Leasing of Dwellings. For purposes of this Section 9.7, the term "**Residential Lease**" shall mean an agreement (including a sublease) between the Owner or occupant of a dwelling within the Property and another Person whereby such other Person is granted a right of occupancy with respect to all or any portion of such Owner's or occupant's dwelling, for which such Owner receives any consideration or benefit including rent, or any other fee, service, gratuity or emolument. Unless otherwise approved in writing by Founder prior to the Date of Completion or the Board after the Date of Completion, as appropriate, all Residential Leases must (a) be in writing, (b) be expressly subject to the Community Documents, (c) provide that failure by the lessee under such Residential Lease or such lessee's Guests to comply with the Community Documents shall be a default under such Residential Lease, and (d) be effective for a



term of no less than six (6) months (not including renewal periods or extension terms). The Owner or such occupant shall be liable for any violation of the Community Documents committed by its lessees or such lessees' Guests, without prejudice to such Owner's or such occupant's right to collect any sums paid by such lessees. The Owner shall make available to its lessees copies of this Declaration, the Bylaws and the Rules. Within fifteen (15) days after entering into any Residential Lease, the Owner of the leased premises (whether leased by Owner or any occupant) shall deliver to the Baseline Community Association a signed memorandum certifying to the name of the lessee, the date the initial term of the lease, sublease or other agreement expires, and the length of each renewal period and each extension term with respect thereto, if any.

9.8 Condominiums, Cooperatives and Time-Sharing.

(a) **Condominiums and Cooperative.** On or prior to the Date of Completion, no portion of the Property shall be included within a Condominium or a Cooperative without the written, Recorded consent of Founder. After the Date of Completion, no portion of the Property shall be included within a Condominium or a Cooperative without the written, Recorded consent of the Board, unless such portion of the Property was included within a Condominium or Cooperative, respectively, on the Date of Completion.

(b) **Timeshares.** Except as approved by Founder pursuant to a separate written Recorded document, no portion of the Property may be used for the creation of any "time share estate" as defined in C.R.S. § 38-33-110, or any other time share, interval ownership, vacation club, or similar estate or interest in any portion of the Property, no matter how described or classified, by which a purchaser, investor, tenant or licensee obtains the right to exclusive use of any portion of the Property on a recurring basis for a certain period of time or has the right, as a member of a vacation or similar club or organization, to make reservations to use such portion of the Property, as a result of membership in such vacation club or similar organization.

9.9 Nuisances, Hazardous Activities and Unsightliness.

(a) **Prohibition of Nuisances.** No Person shall conduct any activity in Baseline Residential which creates a nuisance. Without limiting the generality of the foregoing:

- (i) no lights shall be emitted which are unreasonably bright or cause unreasonable glare,
- (ii) no sound shall be emitted which is unreasonably loud or annoying, and
- (iii) no odor shall be emitted which is unreasonably offensive to others.

(b) **Prohibition of Hazardous Activities.** No Person shall conduct any activity in Baseline Residential which is or might be hazardous to any Person or property. Without limiting the generality of the foregoing:

- (i) no open fires shall be allowed to exist, unless contained in a customary barbecue grill or other structure approved by the Design Review Committee,



- (ii) no firearms shall be discharged, and
- (iii) no hunting shall be conducted.

(c) Prohibition of Temporary Structures and Unsightliness. No unsightliness shall be permitted in Baseline Residential. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the Design Review Committee, and

(ii) following its collection, all trash, garbage and other waste materials shall be kept in sanitary containers enclosed and screened from public view and protected from disturbance in such places and manners as shall be approved by the Design Review Committee. No burning of trash, garbage or waste materials shall be permitted within Baseline Residential.

(d) Temporary Structures; Unsightly Conditions. No structure of a temporary character, including a house, trailer, tent, shack, mobile home, storage shed, portable toilet or outbuilding may be placed or erected upon any Site except (i) by Founder or Founder's designees, or (ii) by any Owner during construction, alteration, repair or remodeling of permitted improvements on such Owner's Site, but only to the extent necessary to timely complete such construction, alteration, repair or remodeling.

(e) Variances. The Board shall have the power to grant variances from the terms and conditions of this Section 9.9 from time to time as it deems necessary. Normal construction activities shall not be considered to violate the terms and conditions of this Section 9.9.

9.10 Signs.

(a) Prohibition. No signs whatsoever shall be erected or maintained in Baseline Residential, except:

- (i) signs permitted by Section 14.3,
- (ii) signs required by law or by legal proceedings,
- (iii) such other signs that both (A) comply with all regulations adopted by the Design Review Committee, and (B) are approved in advance and in writing by the Design Review Committee, *provided, however,* that, neither the Design Review Committee nor the Baseline Community Association shall prohibit those patriotic and political expressions in violation of Section 106.5 of CCIOA, and
- (iv) such other signs that are permitted under the Rules.



(b) For Sale, For Rent and Open House Signs. Without limiting the generality of the foregoing, no "For Sale," "For Rent," "Open," "Open House" or similar signs shall be displayed on the exterior or interior of any Site, except as permitted under the Rules.

9.11 Compliance With Laws. Nothing shall be done or kept within Baseline Residential in violation of any law, ordinance, rule or regulation of any governmental or quasi-municipal authority.

9.12 Compliance With Insurance. Except as may be approved in writing by the Board, nothing shall be done or kept on the Property that may result in an increase in the rates of any insurance, or the cancellation of any insurance, maintained by the Baseline Community Association.

9.13 Restriction on Subdivision, Rezoning and Boundary Changes.

(a) Subdivision, Condominiums and Cooperatives. No portion of the Property shall be subdivided, or included within a Condominium or Cooperative, nor shall the boundary of any Site shall be changed, without the Recorded consent of Founder.

(b) Rezonings, Variances and Permits. Except as may be permitted under a declaration for a Sub-community that Founder, or an Affiliate of Founder, Records, no application for rezoning of any portion of the Property, and no applications for variances, use permits or special event permits on any portion of the Property, shall be filed with any governmental authority prior to the Date of Completion, unless the proposed use of that portion of the Property has been approved in writing by Founder and the proposed use otherwise complies with this Declaration and all other Community Documents.

9.14 Mineral Exploration. No portion of the Property shall be used by any Person other than Founder or Founder's designees in any manner to explore for or to remove any water, oil or other hydrocarbons or minerals (including sand and gravel).

9.15 Water Wells. Prior to the Date of Completion, no water wells shall be permitted on any portion of the Property without the prior written approval of Founder.

9.16 Water and Sewer. Prior to the Date of Completion, all buildings, structures and improvements shall be connected to such water and sewer services as Founder may require.

9.17 Vehicles and Equipment. Except as required by applicable law, including Section 106.5 of CCIOA, no automobile, truck, pickup, camper, motorbike, motorcycle, trailbike, trailer, mobile home, tractor, golf cart, snowmobile, boat or any other vehicle of any type shall be parked or operated within Baseline Residential, except in accordance with the Rules adopted by the Board.

9.18 Deliveries. All deliveries made within Baseline Residential shall be made in accordance with the Rules adopted by the Board.



9.19 Trash. By acceptance of a deed to, or entering into a lease for, a Site or portion of a Site, an Owner or lessee shall be deemed to have agreed that any or all trash removal services within the Property: (a) may be restricted to one or more providers approved by the Board, (b) may be provided exclusively through the Baseline Community Association, and (c) are otherwise subject to all provisions of the Community Documents, including Rules adopted by the Board.

9.20 Trademarks. Those service marks and trademarks set forth on Exhibit D are owned by Founder and its Affiliates, and the Baseline Community Association's use of any such service mark or trademark, or any other term, logo or insignia that is used by Founder or any of its Affiliates in connection with Baseline Residential, is wholly contingent upon the Board's agreement to enter and be bound by the terms and conditions set forth in a license agreement between the Baseline Community Association and Founder. No Owner shall use the logos, insignias, service marks or trademarks of Founder or any of its Affiliates without the prior written permission of Founder or such Affiliate, as appropriate.

9.21 Animals.

(a) Prohibition. Except as set forth in Sections 9.21(b) and 9.21(c), no animals of any kind shall be raised, bred or housed within the Property without the prior written consent of the Board and, if required, the Colorado Division of Wildlife, and in all events in conformity with the Rules.

(b) Exemptions. Notwithstanding Section 9.21(a):

(i) an Owner shall be permitted to house on its Site up to three (3) domestic pets (which shall mean only domesticated dogs, cats and other animals defined as domestic pets in the Rules) and such additional animals as may be expressly permitted by the Rules,

(ii) an Owner shall be permitted to keep on its Site a reasonable (as determined by the Board) number of bees subject to the Rules, and

(iii) properly licensed and registered service animals for disabled persons shall be permitted on the Property.

(c) Founder's Exemption. The provisions of Section 9.21(a) shall not apply to Founder and its Guests and designees.

9.22 Storage Tanks. Except as provided in the Rules, no tanks for the storage of gas, fuel, oil, or other materials may be erected, placed, or permitted above or below the surface of any Site (other than reasonably-sized propane tanks intended for use with gas grills, but only if and as specifically allowed in the Rules).

9.23 Repair of Improvements. No improvements hereafter constructed upon the Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good order and repair and maintained in accordance with the Community-wide Standard.



9.24 Additional Covenants and Sub-communities. No Person shall Record: (a) any declaration, plat, map or other document creating, by itself or in combination with one or more other documents, a Sub-community, or (b) any restrictive covenant or equitable servitude, without first obtaining Founder's prior written consent thereto and Recording such consent. Any such declaration, plat, map, restrictive covenant, equitable servitude, or other document Recorded without Founder's consent also being Recorded shall be deemed void and of no force or effect.

9.25 Restrictions on Access. Vehicular access to and from the Property shall be limited to curb cuts and driveways approved by the Design Review Committee.

9.26 Clothes Drying Facilities. No outside clotheslines or other facilities for drying clothes shall be placed on the Property except those that are not Visible From Neighboring Property.

9.27 Machinery and Equipment. No machinery or equipment of any kind shall be placed, stored or maintained upon the Property so as to Visible From Neighboring Property, except machinery or equipment: (a) as is usual and customary in connection with the construction (during the period of construction) or repair (during the period of repair) of improvements on the Property, and (b) which Founder, the Baseline Community Association or any of their designees may require for the development, operation or maintenance of the Property or other property. Notwithstanding the foregoing, transformers and gas, electric or other meters of any type may be hung on exterior walls so as to be Visible From Neighboring Property so long as the same have been approved by the Design Review Committee, and solar energy collectors or panels may be installed so as to be Visible From Neighboring Property if harmoniously done and if approved by the Design Review Committee in its sole discretion.

9.28 Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other improvement within the Property without the prior written approval of the Design Review Committee.

9.29 Founder's Exemption. Nothing contained in this Declaration or any other Community Document shall be construed to prevent, hinder or limit: (a) Founder's exercise or enjoyment of any Founder Right, (b) any action approved by Founder's written and Recorded consent, or (c) the conduct of any activity by Founder, Founder's Affiliates or the employees or agents of Founder or its Affiliates, including the erection or maintenance of temporary structures, trailers, improvements or signs, necessary or convenient to the development, construction, marketing or sale of property within Baseline Residential.

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ARTICLE X EASEMENTS AND RESERVATIONS

10.1 Founder's Easements.

(a) Easement. There is hereby reserved for Founder and its designees a general easement over and under:

(i) the Property, except any portion of the Property within a building footprint approved in writing by the Design Review Committee, to exercise any of Founder's rights under this Declaration.,

(ii) the Common Elements to make, construct or alter improvements on or under the Property, the Additional Property, or any real estate owned by Founder or Founder's designees, and

(iii) the right to use the Common Elements to hold or allow special events as Founder determines in its sole and absolute discretion.

(b) Additional Easements and Rights. There is hereby reserved for Founder the right to:

(i) establish from time to time, in locations reasonably determined by Founder, utility and other easements, permits or licenses over, across, through and under the Common Elements (including easements for construction and staging purposes), and

(ii) create other reservations, exceptions and exclusions for the best interest of the Baseline Community Association.

(c) Added and Withdrawn Property. In addition, until such time as Founder adds any portion of the Additional Property to Baseline Residential, and after such time as Founder withdraws any portion of the Property from Baseline Residential, Founder shall have whatever easements are reasonably necessary or desirable across the Property (except for those portions of the Property within a building footprint approved in writing by the Design Review Committee) for access to and utility services for the Additional Property or the portion of the Property withdrawn from Baseline Residential, as the case may be.

10.2 Owners' Easements Over Common Elements.

(a) Easement. Subject to the terms and conditions of this Declaration and all other Community Documents, each Owner shall have a nonexclusive easement over and through the Common Elements:

- (i) for ingress to and egress from their Sites, and
- (ii) to use and enjoy the Common Elements.



(b) Guests. Each Owner may grant its rights of use under this Section 10.2 to any Guest of such Owner.

10.3 Utility Easement

(a) General Easement. Subject to the terms and conditions of this Declaration and all other Community Documents, Founder hereby creates a general easement over and under all of the Property, for ingress to, egress from, and installation, replacement, removal, repair and maintenance of, all utility and service lines and systems, including water, sewer, gas, telephone, electricity, fiber optic, cable and similar communication services serving Baseline Residential or any portion thereof, including the Media and Communications Services. The Board may, but is not obligated to, authorize the release of portions of the general easement created by this Section 10.3 upon the request of any Owner showing good cause therefor.

(b) Rights. Pursuant to this easement, a utility or service company may install, remove and maintain facilities and equipment on the Property to provide service to any portion of the Property or other property designated by Founder; *provided, however*, that all such facilities and equipment shall comply with the provisions of the Community Documents, which may require such facilities and equipment to be installed underground. Notwithstanding anything to the contrary contained in this Section 10.3, no sewers, electrical lines, water lines, telephone lines or other utility or service lines shall be installed or relocated on any portion of the Property, except as approved by the Design Review Committee. Any utility or service company using this general easement shall use its best efforts to install, repair, replace, remove and maintain its lines and systems without unreasonably disturbing the uses of Owners, the Baseline Community Association, Founder and other utility and service companies.

(c) Specific Easements. If any utility or service company furnishing utilities or services to Baseline Residential or any portion thereof requests a specific easement by a separate Recordable document, the Baseline Community Association shall have the right and authority, but not the obligation, to grant such easement over or under any portion of the Property.

10.4 Easements for the Baseline Community Association and the Design Review Committee

(a) Easement. There is hereby granted to the Baseline Community Association and the Design Review Committee and each of their designees an easement over and under all of the Property, except for the interior of any dwelling unit the plans for which have been approved in writing by the Design Review Committee, to:

(i) exercise any right held by the Baseline Community Association or the Design Review Committee, as appropriate, under CCIOA or any Community Document, and

(ii) perform any obligation imposed upon the Baseline Community Association or the Design Review Committee, as appropriate, by CCIOA or any Community Document.



(b) Entry. Notwithstanding the foregoing, neither the Baseline Community Association nor the Design Review Committee shall enter upon any Site without reasonable prior notice to the Owner of the Site, except in cases of emergency and except as permitted under Section 8.4.

10.5 Emergency Access Easement. There is hereby granted a general easement to all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons to enter upon the Property in the proper performance of its duties.

10.6 Metro District Easement. There is hereby granted a general easement to any metropolitan district or other special district providing services or facilities to any portion of Baseline Residential to enter upon the Property, except for the interior of any dwelling unit the plans for which have been approved in writing by the Design Review Committee, in the proper performance of its duties.

10.7 Easement for Encroachments. There is hereby granted an easement to all Associations for, and to all Owners of Sites within, any Sub-community created by Founder or an Affiliate of Founder, for any inadvertent encroachments of any improvements within any such Sub-community constructed by Founder or any Affiliate of Founder over or any Common Element or any Site, except for the interior of any dwelling unit, *provided, however*, that such easement for encroachments shall exist only to the extent that such encroachments are caused by minor inaccuracies in legal descriptions or unintentional minor deviations in construction, repair or reconstruction or the subsequent shifting or settlement of any such improvements and that do not cause damage to, or unreasonably impede or impair the use of improvements on the property upon which the encroachment has occurred.

10.8 Easements for Water Use and Development and Flood Control. Founder reserves for itself and its successors, assigns and designees, and Founder hereby establishes and grants to the Baseline Community Association, the nonexclusive right and easement, but not the obligation, to enter upon any lakes, reservoirs, ponds, streams, drainage ditches, irrigation ditches and wetlands located within the Common Elements: (a) to provide water for the irrigation of any of the Common Elements or Site, (b) to alter drainage and water flow, (c) to construct, maintain, operate and repair any bulkhead, wall, dam or other structure retaining water, (d) to develop, maintain, rehabilitate, restore, repair and protect wetlands, shorelines, beaches, waterways and other lakefront and reservoir-front areas, and (e) to remove trash and other debris therefrom. Such easement shall include an access easement over and across the Property, to the extent reasonably necessary to exercise rights granted under this Section 10.9, and in order to maintain and landscape the slopes and banks pertaining to such lakes, reservoirs, ponds, streams, drainage ditches and wetlands. To the extent the exercise of such easement is anticipated to materially diminish the value of or unreasonably interfere with the use of any Site, the consent of the Owner of such Site shall be required before such exercise. Nothing herein shall be construed to make Founder or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.



ARTICLE XI INSURANCE

11.1 Required Insurance.

(a) Required by CCIOA or the Board. The Baseline Community Association shall obtain and maintain all insurance as required under CCIOA, including fidelity insurance as required by Sections 306 and 313 of CCIOA, and any additional insurance the Board deems necessary.

(b) Required by this Declaration. In addition to the insurance required pursuant to Section 11.1(a), the Baseline Community Association shall obtain and maintain:

(i) property insurance for the Common Elements for broad form covered causes of loss, except that the total amount of insurance must not be less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies, and

(ii) commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements and all activities of the Baseline Community Association in an amount equal to two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) umbrella policy or as otherwise deemed sufficient in the judgment of the Board insuring the Board, the Baseline Community Association, the Design Review Committee, and their respective employees, agents and all Persons acting as any of their agents. The Owners shall be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. Founder shall be included as an additional insured in Founder's capacity as an Owner. Such insurance shall cover claims of one or more insured parties against other insured parties.

11.2 Adjustments. Any loss covered by insurance maintained by the Baseline Community Association shall be adjusted with the Baseline Community Association in accordance with the terms and conditions of CCIOA. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of CCIOA and, to the extent not provided in CCIOA, as determined by the Board.

11.3 Additional Insurance Requirements. All insurance policies maintained by the Baseline Community Association shall be primary and non-contributing and shall contain waivers of subrogation for all covered losses and claims, including those waivers required by Section 313(4)(b) of CCIOA.

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ARTICLE XII CASUALTY

12.1 Casualty to Common Elements of Baseline Residential. The Baseline Community Association shall respond to any damage to, or destruction of, any Common Elements in accordance with the terms and conditions of CCIOA and, to the extent not provided in CCIOA, as determined by the Board.

12.2 Casualty to a Site or to Common Elements within any Sub-community. Each Owner shall be responsible for repairing or replacing any damage to, or destruction of, such Owner's Site. The Association for Sub-community shall be responsible for repairing and replacing any damage to, or destruction of, the common elements within such Sub-community. If an Owner or an Association elects not to repair or replace any such damage or destruction, such Owner or Association, as appropriate shall: (a) landscape such Site or common elements, as appropriate, in accordance with plans approved by the Design Review Committee, and (b) maintain such Site or common elements, as appropriate, in a neat and attractive condition, free of hazards.

ARTICLE XIII CONDEMNATION

13.1 Condemnation of All Sites. If all Sites within Baseline Residential are taken by condemnation or similar proceeding, Baseline Residential and this Declaration shall terminate as of the date of the taking and any condemnation award payable in connection therewith shall be paid to the Baseline Community Association and then disbursed by the Baseline Community Association in accordance with the terms and conditions of CCIOA; *provided, however,* that to the extent CCIOA does not provide for the manner of disbursement, then as determined by the Board.

13.2 Condemnation of Fewer Than All Sites. If one or more Sites, but fewer than all Sites, are taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Owner(s) of such Sites in accordance with the terms and conditions of CCIOA; *provided, however,* that to the extent CCIOA does not provide for the manner of such payment to the Owner(s) of such Sites, then as determined by the Board.

13.3 Condemnation of Common Elements. If any Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Baseline Community Association and used by the Baseline Community Association: (a) first, to repair or replace any damage to Common Elements resulting from the condemnation or similar taking, and (b) second, for any other Common Expenses.

ARTICLE XIV FOUNDER RIGHTS

14.1 Improvements. There is hereby reserved for Founder and its designees the right to construct or remove any improvements that it deems necessary or appropriate on the Common Elements and on any Sites owned by Founder.



14.2 Development Rights.

(a) Reservation of Rights. There is hereby reserved for Founder the following rights, which may be exercised by Founder at any time and from time to time:

- (i) the right to complete improvements indicated on the Planned Community Plat, if any,
- (ii) the right to amend this Declaration to add to Baseline Residential all or any portion of the Additional Property or certain other unspecified real estate pursuant to CCIOA, subject to the provisions of Section 9.2 and Section 14.2(d),
- (iii) the right to create as many Sites within Baseline Residential as permitted by zoning laws applicable to the Property, and to create Common Elements (including Limited Common Elements) on the Property including all or any portion of the Additional Property or any other unspecified real estate, if any, that Founder may add to Baseline Residential pursuant to Section 14.2(a)(i),
- (iv) the right to subdivide any Site owned by Founder,
- (v) the right to withdraw from Baseline Residential all or any portion of the Property, including any Portion, provided the then-Owner of such portion of the Property provides its Recorded consent thereto, regardless of whether any other portion of the Property is withdrawn from Baseline Residential,
- (vi) the right to designate those Sites to which a Limited Common Element created, pursuant to Sections 1.5 or Section 14.2(a)(iii), are allocated,
- (vii) the right to designate and re-designate each Site as a "Designated Single-family Site", a "Designated Multi-family Site", or a "Designated Non-residential Site" pursuant to Section 1.7, and the right to remove such designations pursuant to Section 1.7,
- (viii) the right to combine any Sites, or any Portion or part of a Portion owned by Founder,
- (ix) pursuant to Section 1.5, the right to convert any Site, or any Portion or part of a Portion, owned by Founder into Common Elements, and the right to convert other Sites, or any Portion or part of a Portion, into Common Elements with the consent of the Owner of such Site,
- (x) the right to convert all or any portion of any Site, or any Portion or part of a Portion, into a Common Element or a Limited Common Element or to convert any Common Element into a Limited Common Element, and to designate the Sites, or any Portions or parts of a Portions, to which any such Limited Common Element are allocated pursuant to Section 1.5,



(xi) the right to amend this Declaration to conform to or take advantage of applicable law,

(xii) the right to create easements, permits, licenses and other property rights and reservations as described in Article X,

(xiii) the right to dedicate to designate any portion of the Property owned by Founder for public or quasi-public purposes, and

(xiv) the right to exercise any and all other rights granted to, or otherwise available to, Founder pursuant to or under CCIOA.

(b) Designated Portions of the Property // Rights of Withdrawal.

(i) Founder may designate all the Property or any real property interests constituting less than all of the Property (including all or any portion of any platted or unplatted lot, parcel or tract) as a separate "portion" of the Property for purposes of this Declaration, any Supplemental Declaration, or C.R.S. § 38-33.3-210, or for any other purpose, as Founder so desires pursuant to this Section 14.2(b) or pursuant to a Recorded Supplemental Declaration or other Recorded amendment hereto or thereto.

(ii) Founder may modify the boundaries of any "portion" of the Property designated as such for purposes of C.R.S. § 38-33.3-210 or otherwise by the same process as such designation was originally made, on the condition that the then-Owner of such "portion" of the Property consents to such reconfiguration pursuant to a Recorded instrument.

(iii) Each portion of the Property described in any of Section 14.2(b)(iv)(A), 14.2(b)(iv)(B), 14.2(b)(iv)(C), 14.2(b)(iv)(D), 14.2(b)(iv)(E), or 14.2(b)(iv)(F) (each a "Portion") is hereby designated its own separate and distinct portion of the Property, separate and apart from each other portion of the Property for purposes of C.R.S. § 38-33.3-210:

(A) Tract I, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.

(B) Parcel B described on Exhibit A-1 attached hereto.

(C) Parcel C described on Exhibit A-1 attached hereto.

(D) Parcel F described on Exhibit A-1 attached hereto.

(E) Parcel G described on Exhibit A-1 attached hereto.

(F) Parcel H described on Exhibit A-1 attached hereto.



(c) Amendments to the Declaration. In exercising any development right reserved under this Section 14.2, Founder shall execute and Record an amendment to this Declaration to the extent required by applicable law.

(d) Number of Sites. Founder hereby reserves the right to create within, or add to, Baseline Residential up to nine thousand two hundred five (9,205) Sites.

14.3 Sales Offices, Management Offices and Model Homes. There is hereby reserved for Founder: (a) the right to maintain sales offices, management offices and models within any Site owned by Founder, and (b) the right to construct and maintain signs advertising Baseline Residential, or any project therein, on any and all Common Elements.

14.4 Merger. There is hereby reserved for Founder the right to merge or consolidate Baseline Residential with any other planned community.

14.5 Exercising Founder Rights. Founder may exercise its Founder Rights, at any time and from time to time, in any order and no assurance is given as to the order in which Founder will exercise its Founder Rights. If Founder exercises any Founder Right with respect to any portion of the Property or the Additional Property, Founder may, but is not obligated to, exercise that Founder Right with respect to any other portion of the Property or the Additional Property. Notwithstanding anything to the contrary contained in this Declaration, Founder may exercise any Founder Right, without the consent of the Baseline Community Association, the Board or any of the Owners. Notwithstanding the foregoing, Founder may exercise any Founder Right at any time and from time to time; *provided, however*, the Founder Rights set forth in Sections 14.2 through 14.4 and all other Special Declaration Rights must be exercised, if at all, no later than ninety-nine (99) years following the date this Declaration is Recorded. The period of time between the date this Declaration is Recorded and the date that is ninety-nine (99) years after such Recording is referred to herein as the “**Founder Rights Period**”.

14.6 Interference with Founder Rights. Without Founder’s prior written consent, neither the Baseline Community Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with, hinders, or diminishes any Founder Right.

ARTICLE XV TERM AND AMENDMENTS

15.1 Term. The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until this Declaration is terminated.

15.2 Termination. The Owners may terminate Baseline Residential and this Declaration by a seventy-five (75%) or greater vote of all votes in the Baseline Community Association. If the necessary votes are obtained, the agreement of the Owners to terminate Baseline Residential and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the terms and conditions of CCIOA. Upon Recordation of the termination agreement Baseline Residential shall be terminated, this Declaration shall have no further force or effect, and the Baseline Community Association shall be dissolved.



15.3 Amendments.

(a) Amendments by Owners.

(i) Subject to Sections 15.3(a)(ii) and 15.3(a)(iii), and Sections 15.3(b)-(d), the Owners may amend any provision of this Declaration (including the Planned Community Plat) at any time by a Majority of all votes in the Baseline Community Association. If the necessary votes are obtained, the Baseline Community Association shall cause to be Recorded an amendment to this Declaration in accordance with the terms and conditions of CCIOA. Notwithstanding the immediately preceding sentence, the percentage of votes necessary to amend any specific portion of this Declaration that sets forth a specific percentage of affirmative votes required to take any action shall not be less than such specific percentage.

(ii) Notwithstanding Section 15.3(a)(i), but subject to Sections 15.3(b)-(d), except to the extent permitted or required by CCIOA, any amendment to this Declaration (including the Planned Community Plat) that creates or increases any Special Declarant Rights, increases the maximum number of Sites permitted on the Property, changes the boundaries of any Site, or changes the votes or Assessments allocated to any Site must be approved by the vote or written consent of Owners of Sites to which at least sixty-seven percent (67%) of the votes in the Baseline Community Association, including at least sixty-seven percent (67%) of the votes allocated to Sites not owned by Founder, are allocated.

(iii) Notwithstanding Section 15.3(a)(i), but subject to Sections 15.3(b)-(d), any amendment to this Declaration (including the Planned Community Plat) that changes the uses to which any Site is restricted must be approved by the vote or written Consent of Owners of Sites to which at least sixty-seven percent (67%) of the votes in the Baseline Community Association and allocated.

(b) Amendments by Founder. Notwithstanding Section 15.3(a), Founder unilaterally may amend this Declaration (including the Planned Community Plat), without the approval of the Owners: (i) in connection with the exercise of any right reserved to Founder hereunder (including Founder's exercise of any Special Declarant Rights and amendments described in Section 1.5(a)(iii)(B) and Section 1.5(b)), (ii) to conform to requirements of any Mortgagees or loan guarantors or to satisfy the requirements of any governmental financing program, (iii) to comply with applicable law, (iv) to correct any clerical, typographical or technical errors in this Declaration, (v) as otherwise provided herein, and (vi) as otherwise permitted by CCIOA or other applicable law.

(c) Founder's Consent Required. Notwithstanding any other provision of any Community Document:

(i) no provision of this Declaration (including the Planned Community Plat) that expressly requires Founder's consent to amend may be amended without Founder's Recorded written consent thereto; and any amendment that requires



Founder's written consent thereto shall be void and of no force or effect if Founder's consent thereto is not Recorded,

(ii) no portion of Articles I and II, Sections 3.3(b), 4.6, 5.1, 5.2 or 5.5, Articles VI and VIII, Section 9.2, 9.4, 9.5, 9.6, 9.7, 9.8, 9.13, 9.14, 9.15, 9.20, 9.21, or 9.24 or Articles X and XIV-XVII, or Sections 18.1-18.7, or 18.13 may be amended without Founder's Recorded consent thereto,

(iii) neither the definition of Community-wide Standard set forth herein nor any provision herein applying or affecting the Community-wide Standard may be amended, eliminated or replaced without Founder's Recorded consent thereto,

(iv) this Declaration (including the Planned Community Plat) may not be amended in manner that would hinder, impact, modify or otherwise affect the rights or obligations of Founder, the Baseline Community Association, the Design Review Committee, the Board, any Director, any Delegate or any Alternate, without Founder's Recorded consent thereto, and

(v) this Declaration (including the Planned Community Plat) may not be amended in manner that would affect the allocation of votes in the Baseline Community Association without Founder's prior Recorded written consent thereto.

(d) Amendments Affecting Delegates and Alternates. With respect to any amendment to this Declaration (including the Planned Community Plat) directly affecting the rights or obligations of Delegates or Alternates, the votes allocated to Designated Single-family Sites shall cast by the Owners of such Designated Single-family Sites and not by Delegates. The Board shall determine whether any matter directly affects the rights or obligations of Delegates or Alternates.

(e) Amendments to Community-wide Standard. Any amendment or modification to the definition of Community-wide Standard set forth herein shall be in writing.

ARTICLE XVI DISCLOSURES, ACKNOWLEDGMENTS AND WAIVERS

16.1 Media and Communication Services. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed to the provisions set forth in this Section 16.1.

(a) Certain Agreements.

(i) Founder, Joining Landowner or any of their respective Affiliates may enter into one or more agreements with providers of cable television, Internet, telephone, security monitoring and/or other media and communication services, which may entitle Founder, Joining Landowner or any of their respective Affiliates to receive certain proceeds from the use of media and communications infrastructure. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that such proceeds may be paid to Founder, Joining



Landowner or any of their respective Affiliates and agrees to release and waive any claims such Owner may have as a result of such payments to Founder, Joining Landowner or any of their respective Affiliates.

(ii) Baseline Community Association may enter into one or more bulk service agreements with one or more service providers ("Bulk Service Agreements") to provide Designated Single-family Sites and Designated Multi-family Sites with a fiber-optic media and communications network capable of providing cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other media and communications services (the "Media and Communications Services") to the extent allowed by applicable law. The Baseline Community Association expressly reserves the right to enter into exclusive or non-exclusive Bulk Service Agreements for Media and Communications Services on such terms, and with affiliated or non-affiliated third parties, as may be determined by the Baseline Community Association in its sole discretion.

(b) Exclusive Marketing Rights for Service Providers. Founder and its Affiliates and the Baseline Community Association may grant the exclusive right to market and promote the Media and Communications Services on or within the Common Elements to service providers and infrastructure facilities providers under Bulk Service Agreements or other agreements.

(c) Percentage of Premiums Paid to Founder or Affiliates. Founder, its Affiliates, or any special district may fund the cost of, or any portion thereof, the installation and construction of equipment and infrastructure necessary for the provision of the Media and Communications Services to Improved Single-family Sites (the "Media and Communications Infrastructure"). In the event that the Baseline Community Association elects to enter into any Bulk Service Agreement with any service provider, Founder, its Affiliates, or any special district may recover its costs for funding the installation and constructions of such Media and Communications Infrastructure plus a reasonable return on their investment by entering an agreement to receive payment of a percentage of the premiums paid by Owners of Improved Single-family Sites for Optional Services. Each Owner acknowledges those payments to Founder, its Affiliates and such special districts, and agrees to release and waive any claims such Owner may have as a result of those payments to Founder, its Affiliates or such special districts.

(d) Systems. Each Owner acknowledges that interruptions in Media and Communication Services and other services and systems will occur from time to time. Neither Founder, any of its Affiliates, any special district, the Baseline Community Association, nor any of their respective successors or assigns shall be liable for, and no Owner or Guest shall be entitled to a refund, rebate, discount or offset in applicable fees from the Baseline Community Association for, any interruption in such systems and services, regardless of whether such interruption is caused by reasons within any of their control or within the control of any other Person.



16.2 Construction Activities, Social and Commercial Activities and Noise.

(a) Construction Activities. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that (i) Baseline Residential is located in an area that is subject to or near ongoing construction activities (the “**Construction Activities**”), (ii) the Construction Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances, (iii) the Construction Activities may include: (A) construction traffic (including construction vehicles, equipment and vehicles used or owned by Founder, its Affiliates, another Owner, adjacent landowners, and their lessees employees, agents and contractors, and (B) grading, excavation, clearing, site work, relocation of roadways and utilities, and construction activities) within or relating to Baseline Residential or other properties, and (iv) the Construction Activities may result in interference with access and temporary interruptions of utility services.

(b) Social and Commercial Activities. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that (i) Social and Commercial Activities and events, including the: (A) operation of full-service hotels with associated swimming pools and other outdoor recreational facilities, (B) the holding of meetings, conferences, banquets and other group events, (C) operation of full-service shopping malls and other retail businesses, including grocery stores, (D) operation of various businesses, including banks and other financial service providers, real estate and mortgage brokers, and other general office uses, (E) indoor and outdoor restaurant and bar operations (including the sale of food and alcoholic and non-alcoholic beverages for on-site and off-site consumption) and preparation of hot and cold food (through the use of barbecue grills, fire pits and other smoke and/or odor producing means) and beverages at indoor and outdoor facilities which may include outdoor music, smoking and deliveries, (F) parking activities, including special event parking and after hours parking, (G) the installation, operation and maintenance of illuminated (including electronic media displays) and non-illuminated signage, (H) concerts, sporting events and other outdoor and indoor entertainment, performances and events, (I) operation, repair, maintenance, construction, replacement, expansion, alteration and use of the Property and improvements thereon and thereunder, (J) operation, repair, maintenance, construction, replacement, expansion, alteration and use of Interstate 25, the Northwest Parkway, and other streets and highways, light rail, commuter or heavy rail trains and other modes of transit, including buses and shuttles and related equipment and improvements, (K) the use of bicycles and other recreational equipment, and (L) any other uses or activities permitted by law (the “**Social and Commercial Activities**”) are and may be conducted within or nearby Baseline Residential (the “**Social and Commercial Activity Areas**”), (ii) the Social and Commercial Activities are expected to generate an unpredictable amount of visible, audible, odorous, and other sensory and non-sensory impacts and disturbances, and (iii) the Social and Commercial Activities may occur during daytime and nighttime.

(c) Noise Disturbances. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (i) the Sites are located in a high-density suburban location and are part of a mixed-use development with retail, commercial, health care, hotel, industrial and office uses as well as residential and other uses, (ii) its Site may share common walls, ceilings or floors with the other Sites, (iii) due to these factors, there may be a certain amount of unpredictable noise disturbances within Baseline



Residential (the “**Noise Disturbances**”), and (iv) the Noise Disturbances may include (A) street noise from pedestrians and automobiles, and general traffic noise from nearby interstates or other arterial roads, (B) noise from other adjacent Sites, Common Elements and other property, including voices, music, televisions, walking, running, and other recreational activities, (C) noise from outdoor or indoor art, food, music or other types of festivals, gatherings and events within or near Baseline Residential, (D) noise from concerts, sporting events and other outdoor and indoor entertainment, performances and events in or near Baseline Residential, (E) noise from light rail, commuter or heavy rail trains and from other modes of transit, including buses and shuttles in or near Baseline Residential, (F) noise related to sirens from fire trucks, police cars, ambulances and other emergency service providers in or near Baseline Residential, (G) noise generated from nearby parks and children and adults utilizing such parks, and (H) noise from any other of the Social and Commercial Activities in or near Baseline Residential.

(d) Legacy Wells. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that oil or gas wells depicted generally on Exhibit F attached hereto are located on or nearby the Property (the “**Oil and Gas Wells**”), which wells may be operating, plugged and abandoned or in other condition.

(e) Use Rights. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that no right is created or arises from ownership of a Site or membership in the Baseline Community Association, to use Social and Commercial Activity Areas or to any waiver or discount of the prices or other fees charged to users of the Social and Commercial Activity Areas.

16.3 Facilities and Services Open to Public. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that certain facilities and services within the Property, including certain Common Elements, may be open for use and enjoyment by the public (the “**Public Facilities**”).

16.4 Safety. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) such Owner and its Guests shall be responsible for their own personal safety and the security of their property, (b) the Baseline Community Association may, but shall not be obligated to, maintain or support certain activities within Baseline Residential designed to promote or enhance the level of safety or security therein, (c) in the event that Founder or the Baseline Community Association causes a security booth, gate or fence to be constructed on or about any portion of the Property or operates a controlled access entrance to the Property, such actions shall not be deemed under any circumstances as an undertaking by Founder or the Baseline Community Association to guarantee the safety and security of Owners or their Sites or the security of the property of any Persons. No Person shall be entitled to rely upon such security booth, gate or fence constructed on the Property as a guarantee of safety and security, (d) neither the Baseline Community Association, Founder, Joining Landowner or any of their respective Affiliates shall in any way be considered insurers or guarantors of safety or security within Baseline Residential, nor shall they be liable for any injury, loss or damage to persons or property by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken, (e) no representation or warranty has been made or is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Property,



cannot be compromised or circumvented, nor that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended, and (f) that it is responsible for informing its Guests that neither the Baseline Community Association, Founder, Joining Landowner or none of their respective Affiliates are insurers or guarantors of security or safety and that each Person within the Property assumes all risks or personal injury and loss or damage to property resulting from the acts of third Persons.

16.5 Development Plans. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) the plans presently envisioned for completion of Baseline Residential may change, and (b) neither Founder, Joining Landowner or any of their respective Affiliates has made, or makes, any warranty or representation whatsoever that the plan presently envisioned for the completion of Baseline Residential (or any part thereof) can or will be carried out or that any land now owned or hereafter acquired by Founder, Joining Landowner or any of their respective Affiliates is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that, if such land is once used for a particular use, such use will continue in effect.

16.6 Non-potable Water for Landscaping and Irrigation. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that non-potable water may be used for purposes of landscaping and irrigation within the Property (the "Non-potable Water Use").

16.7 Views. Notwithstanding anything contained in this Declaration to the contrary, by acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) there is no easement or other right, express or implied, for the benefit of any Owner or its Site for light, view or air included in or created by this Declaration or as a result of ownership of the Site, and (b) any view, sight lines, or openings for light or air available from any Site, or anywhere else in Baseline Residential, may be blocked or altered in whole or in part in the future by virtue of natural or unnatural causes, including future construction or expansion of buildings or facilities or improvements. BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH OWNER DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OBLIGATIONS OR LIABILITIES CONCERNING EASEMENTS OR OTHER RIGHTS, WHETHER EXPRESS OR IMPLIED, FOR LIGHT, AIR, OR VIEW IN SUCH OWNER'S SITE, ACCEPTS SUCH DISCLAIMER, AND AGREES THAT FOUNDER, JOINING LANDOWNER OR ANY OF THEIR AFFILIATES WILL NOT HAVE ANY OBLIGATION OR LIABILITY FOR, AND WAIVES ANY CLAIM AGAINST FOUNDER, JOINING LANDOWNER OR EACH OF THEIR AFFILIATES, OR GUESTS, RELATED TO ANY LOSS OF LIGHT, AIR, OR VIEW THAT MAY AFFECT ANY SITE OR OTHER LOCATION.

16.8 Other Properties. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) other properties are located adjacent to and in the general vicinity of Baseline Residential (the "Other Properties") and that the Other Properties may be developed pursuant to the land uses permitted by the City's zoning



ordinances ("Development of Other Properties"), as well as any other governmental rules, regulations, or policies in effect now or in the future which are applicable to the Other Properties (collectively, the "Ordinances"), (b) neither Founder, Joining Landowner or any of their Affiliates, employees or agents makes any representation concerning the Development of Other Properties or the planned uses of the Other Properties, (c) the zoning for Baseline Residential and the Other Properties is established and governed by the Ordinances, (d) any amendment of those Ordinances requires approval of the City, and (e) it has not relied upon any statements or representations regarding Baseline Residential or the Other Properties, including any representations made by Founder, Joining Landowner or any of their Affiliates, employees or agents or any real estate agency or any agent.

16.9 Soils and Radon.

(a) Acknowledgment. BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT: (i) THE SOILS WITHIN COLORADO CONSIST OF BOTH EXPANSIVE SOILS AND LOW-DENSITY SOILS WHICH MAY ADVERSELY AFFECT THE INTEGRITY OF A SITE OR A COMMON ELEMENT IF SUCH SITE OR COMMON ELEMENT IS NOT PROPERLY MAINTAINED, (ii) EXPANSIVE SOILS CONTAIN CLAY WHICH HAVE THE CHARACTERISTIC OF CHANGING VOLUME WITH THE ADDITION OR SUBTRACTION OF MOISTURE, THEREBY RESULTING IN SWELLING AND/OR SHRINKING SOILS, and (iii) THE ADDITION OF MOISTURE TO LOW-DENSITY SOILS CAUSES A RE-ALIGNMENT OF SOIL GRAINS, THEREBY RESULTING IN CONSOLIDATION AND/OR COLLAPSE OF THE SOILS.

(b) Waiver of Liability of Founder. BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH OWNER HAS WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF DAMAGES AGAINST FOUNDER, JOINING LANDOWNER, AND THEIR AFFILIATES, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS FOR ANY LOSS OR DAMAGE TO ANY PORTION OF THE SITE OR ANY COMMON ELEMENTS CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SOIL CONDITIONS, INCLUDING THE PRESENCE OF EXPANSIVE SOILS AND RADON GAS.

16.10 Molds. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) molds, mildew, fungi, bacteria and microbiologic organisms (collectively, "Molds") are present in soil, air and elsewhere in the environment, (b) Molds can proliferate in various environments, including, among others, damp areas such as bathrooms and within walls and partitions, (c) certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds, (d) due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date this Declaration is Recorded there currently exist no Colorado or federal standards regarding acceptable levels of exposure to Molds, (e) according to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants, including some forms of Molds, (f) as of the date this Declaration is Recorded, it is unknown how many potential health problems relate



primarily or exclusively to Molds, (g) by acquiring a Site, each Owner acknowledges and agrees that Founder is not qualified and has not undertaken to evaluate all aspects of this very complex issue, and (h) FOUNDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING, THE PAST, CURRENT OR FUTURE, PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ANY SITE. Founder recommends that each Owner, at such Owner's expense, conduct its own investigation and consult with such experts as such Owner deems appropriate regarding the occurrence and effects of Molds, the potential sensitivity or special risk individuals who will occupy any Site or the improvements thereon may have with respect to Molds, and methods to reduce or limit Molds within such Site or the improvements thereon.

16.11 Subsurface Rights. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) subsurface rights, including those pertaining to it, natural gas, other hydrocarbon, and minerals, underneath the surface of the Property may be owned by Persons other than the owners of the surface of the Property, and (b) the owners of such subsurface rights may have rights to explore, extract and remove the same in accordance with applicable law.

16.12 Retention Ponds and Detention Ponds. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) in furtherance of developing the Property, retention ponds and/or detention ponds may be constructed within or in proximity to the boundaries of the Property to hold and release storm water, (b) with the presence of retention ponds or detention ponds, surface water may accumulate within the area of such ponds, and there may be periods of time when the area immediately surrounding a retention pond or detention pond is subject to flooding, (c) certain risks and dangers of physical injury and property damage are inherent in the physical configuration of a retention pond and a detention pond, and (d) such Owner hereby releases Founder, Founder's Affiliates, the Baseline Community Association, and the Design Review Committee from any and all liability for any injury, loss or damage arising from such flooding or otherwise arising from the retention ponds or detention ponds.

16.13 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) its Site may be located adjacent to or in relatively close proximity to property utilized for commercial and other non-residential uses (collectively the "**Adjacent Properties**") and further its Site may be affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation, (b) that such Owner recognize and assume the risks of owning property adjacent to or within relatively close proximity to the Adjacent Properties and the risks of the condition of the land and soils including: (i) expansive soils conditions and drainage issues on or under the Property, and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the Adjacent Properties, noise associated with the Adjacent Properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**Property Risks**"), (c) neither Founder, Founder's Affiliates, the Baseline Community Association or the Design Review Committee shall have any liability for any personal injury or property damage resulting from the Property Risks, and (d) such Owner for itself and its heirs, personal representatives, executors, tenants, successors,



assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the Property Risks, (ii) agrees to obtain such policies of insurance as may be necessary to insure such Owner and such other Persons from injury or damage to property or person resulting from the Property Risks, (iii) releases and holds harmless Founder, Founder's Affiliates, the Baseline Community Association and the Design Review Committee and discharges them from any liability for any personal injury or property damage resulting from the Property Risks, including that arising from the negligence of Founder's, agents, contractors, subcontractors, employees, officers, successors, assigns, guests, or invitees, and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) Founder, Founder's Affiliates, the Baseline Community Association and the Design Review Committee from and against any claims, actions, suits, demands and compensations, either at law or in equity, brought against or incurred by Founder, Founder's Affiliates, the Baseline Community Association and the Design Review Committee for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from the Property Risks.

16.14 Waiver and Release. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) the Construction Activities, the Social and Commercial Activities, the Noise Disturbances, the Public Facilities, the Non-potable Water Use, the Development of Other Properties, Molds, and the Property Rights (collectively, the "**Activities and Conditions**"), and the impacts and disturbances generated by or incurred in connection with the Activities and Conditions may occur in and around Baseline Residential, and may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time, and (b) such Owner (unless such owner is Founder or Joining Landowner) forever waives and releases all actions and claims such Owner and its successors and assigns may have against Founder, Joining Landowner, any Affiliate of Founder or Joining Landowner or the other Owners and their Guests and each of their successors and assigns that in any way arise out of the existence, occurrence, or the temporary or permanent interruption, discontinuance or modification of the Activities and Conditions.

16.15 Disclaimer. By acceptance of a deed to any portion of the Property, each Owner shall be deemed to have acknowledged and agreed that: (a) neither Founder, Joining Landowner or any of their Affiliates makes any representation, covenant or warranty to any Owner concerning, the occurrence or non-occurrence, nature, scope, schedule or continuation of Activities and Conditions the Social and Commercial Activities, (b) the Activities and Conditions may not be operated or occur on or during the same hours, days or months as any schedule in effect or contemplated at any time, and (c) Activities and Conditions exist or may occur or be conducted at any time both daytime and nighttime.

16.16 Conflicts with Applicable Law. IN THE EVENT THAT ANY PROVISION IN THIS ARTICLE XVII CONFLICTS WITH ANY APPLICABLE FEDERAL OR COLORADO STATUTES WHICH PROVIDE NON-WAIVABLE LEGAL RIGHTS, INCLUDING THE COLORADO CONSTRUCTION DEFECT ACTION REFORM ACT OR THE COLORADO CONSUMER PROTECTION ACT, THEN THE NON-WAIVABLE TERMS OF SUCH STATUTE SHALL CONTROL.



ARTICLE XVII DISPUTE RESOLUTION AND REMEDIES

17.1 Procedures for Disputes.

(a) Applicability.

(i) Founder, the Baseline Community Association, the Design Review Committee, each Officer, Director, Delegate, Alternate, member of the Design Review Committee, member of any committee of the Board, Owner, and Guest, each other Person subject to this Declaration, as well as each Person not otherwise subject to this Declaration who commits in writing to be bound by the provisions of this Article XVII, regardless of whether such commitment is made directly to less than all of the other ADR Parties (each, a “ADR Party”) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation, and accordingly, agrees to resolve all Claims between or among the ADR Parties exclusively pursuant to the provisions of this Article XVII. Each Initiating Party’s ability to obtain any remedy from any ADR Party with respect to any Claim, or any other relief with respect to such Claim, is conditioned upon such Initiating Party processing such Claim exclusively pursuant to, and otherwise complying with, the provisions of this Article XVII.

(ii) No ADR Party shall submit any Claim to a court of law or equity.

(iii) Exempt Claims may be submitted to a court of law or equity.

(iv) Notwithstanding any other provision herein, all provisions of this Article XVII shall apply to all Exempt Claims, except Sections 17.2, 17.3, 17.4, 17.5, and 17.7, which shall not apply to Exempt Claims.

(b) Definitions.

(i) The term “Claim” means each claim, grievance or dispute arising out of, relating to, or constituting: (A) a Construction Defect Action, regardless of whether any alleged defect in design or construction occurred after the date this Declaration is Recorded, (B) the interpretation, application or enforcement of the Community Documents, or (C) the rights, obligations and duties of any ADR Party under this Declaration, *provided, however,* the term “Claim” not does include Exempt Claims.

(ii) “Construction Defect Action” (A) means any proceeding for damages, indemnity, subrogation, or contribution brought against a Construction Professional to assert a claim, counterclaim, cross-claim, or third-party claim for damages or loss to, or the loss of use of, real or personal property or personal injury caused by a defect in the design or construction of an improvement to real property, regardless of the theory of liability, and (B) includes any related, ancillary, or derivative claim, and any claim of breach of fiduciary duty or an act or omission of a Director, that arises from an alleged construction defect that seeks the same or similar damages.



(iii) “**Construction Professional**” means: (A) an architect, contractor, subcontractor, developer, builder, builder vendor, engineer, or inspector performing or furnishing the design, supervision, inspection, construction, or observation of the construction of any improvement to real property; *provided*, if the improvement to real property is to a property that is zoned to permit commercial, industrial or other types of uses, then term “Construction Professional” shall also include any prior owner of the such real property other than the claimant, at the time the work was performed, and (B) any other Person identified as a “Construction Professional” pursuant to the terms of Section 802.5 of CDARA.

(iv) The term “**Exempt Claim**” means a claim, grievance or dispute: (A) regarding enforcement of the terms of any Award, arbitration agreement or written settlement agreement, (B) by the Baseline Community Association against any Person to enforce the payment of Assessments or any other amount allegedly owed to the Baseline Community Association or the Design Review Committee, (C) by the Baseline Community Association, Design Review Committee or Founder to obtain a temporary restraining order, injunction or any other form of injunctive or equitable relief and such other ancillary relief as the court may deem necessary, (D) solely between or among Owners and not involving Founder, the Design Review Committee or any Construction Professional, to the extent such claim, grievance or dispute which would constitute a cause of action independent of this Declaration, or (E) is a counter claim, cross-claim or third-party claim brought by any ADR Party in proceedings instituted against such ADR Party.

(v) The term “**Party**”, with respect to any Claim, means the Initiating Party or a Responding Party with respect to such Claim, and “**Parties**” means both the Initiating Party and the Responding Parties with respect to such Claim.

(vi) The term “**Qualified Individual**”, with respect to any Claim, means an individual who: (A) is, and has been for at least twenty (20) years, a practicing attorney in the State of Colorado; *provided, however*, if such Claim is a Construction Defect Action, such individual’s legal practice is, and has been for at least fifteen (15) years, primarily within the area of real estate development or construction, (B) is impartial and independent of all Parties involved in such Claim, and (C) is available to arbitrate such Claim within the timeframes set forth in this Declaration or such other Person who the Parties to the Claim have agreed in writing to be the arbitrator for such Claim.

(vii) The term “**Standard Claim**” means a Claim other than a Construction Defect Action.

17.2 Procedures for Standard Claims.

(a) Dispute Notice for Standard Claims. To initiate resolution of a Standard Claim, the Initiating Party for such Standard Claim shall deliver to all Persons whom the Initiating Party designates as a Responding Party written notice of such Standard Claim (a “**Standard Claim Dispute Notice**”), stating plainly and concisely: (i) the nature of the Standard



Claim, including the Persons involved and the Responding Party's role in such Standard Claim, (ii) the legal basis of such Standard Claim (*i.e.*, the specific authority out of which such Standard Claim arises), (iii) the proposed remedy, and (iv) the fact that the Initiating Party will meet with the Responding Party to discuss in good faith ways to resolve such Standard Claim.

(b) Negotiation and Mediation for Standard Claims.

(i) After the Responding Party's receipt of a Standard Claim Dispute Notice, the Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the subject Standard Claim by good-faith negotiation. If requested in writing by the Parties to such Standard Claim, accompanied by a copy of the Standard Claim Dispute Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve a Standard Claim within thirty (30) days after the date the Responding Party receives a Standard Claim Dispute Notice in respect thereof, then the Initiating Party shall have an additional ten (10) days to submit such Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree on a mediation service then as designated jointly by each of the Parties' desired mediation service, and providing dispute resolution services in the greater Denver, Colorado metropolitan area. The mediation service selected or designated as the service through which a Standard Claim will be mediated shall appoint a Qualified Individual associated with such service to serve as the mediator with respect to such Standard Claim. If the Initiating Party does not submit such Standard Claim to mediation within such additional ten (10)-day period or fails to have at least one Person with authority to fully and finally settle, on behalf of the Initiating Party, the Standard Claim that is the subject of such mediation attend the entirety of each stage of the mediation, then the Initiating Party shall be deemed to have waived such Standard Claim (on behalf of itself and any Person for whom the Initiating Party is asserting such Standard Claim) and the Responding Party shall be deemed released and discharged from any and all liability to the Initiating Party and all Persons for whom the Initiating Party is asserting such Claim.

(iii) With respect to each Standard Claim, the Parties thereto will share equally all charges rendered by the mediator.

(iv) Any settlement of a Standard Claim through mediation shall be documented in writing by the mediator and signed by the Parties. The mediation will be deemed terminated ("End of Mediation") on the earlier to occur of: (A) thirty (30) days after submission of the Claim to mediation, or (B) a date to which the Parties have agreed in writing. Upon End of Mediation, the Parties thereto will jointly request and require the mediator to deliver to each of them a written notice stating that such Parties are at an impasse, if that is the case, and setting forth the date the mediation was terminated.

(c) Final and Binding Arbitration for Standard Claims. If the Parties do not agree in writing to a settlement of a Standard Claim within ten (10) days after the End of Mediation, then, within such ten (10)-day period, the Initiating Party may submit such Standard



Claim to arbitration in accordance with this Section 17.2(c). If the Initiating Party does not submit such Standard Claim to arbitration within such ten (10)-day period, or fails to have at least one Person with authority to fully and finally settle, on behalf of the Initiating Party, the Standard Claim that is the subject of such arbitration attend the entirety of each stage of the arbitration, then the Initiating Party shall be deemed to have waived such Standard Claim, on behalf of itself and any Person for whom the Initiating Party is asserting such Standard Claim, and the Responding Party shall be deemed released and discharged from any and all liability to the Initiating Party (and all Persons for whom the Initiating Party is asserting such Standard Claim).

17.3 Procedures for Construction Defect Actions.

(a) **Dispute Notice for Construction Defect Actions.** To initiate resolution of a Construction Defect Action, the Initiating Party for any Construction Defect Action shall deliver to all Persons whom the Initiating Party designates as a Responding Party written notice of such Claim (a “**Construction Defect Dispute Notice**”), stating plainly and concisely: (i) the nature of the Construction Defect Action, including the Persons involved and the Responding Party’s role in such Construction Defect Action, (ii) the legal basis of such Construction Defect Action (*i.e.*, the specific authority out of which such Construction Defect Action arises), (iii) the proposed remedy, and (iv) the fact that the Initiating Party will meet with the Responding Party to discuss in good faith ways to resolve such Construction Defect Action.

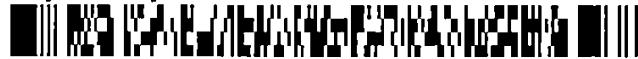
(b) **Mediation for Construction Defect Actions.**

(i) Construction Defect Actions are subject to CDARA, including: (A) the requirements that an Initiating Party deliver a notice to Construction Professionals pursuant to Section 803.5 of CDARA prior to the filing a Construction Defect Action (a “**CDARA Notice of Claim**”), (B) an opportunity for Construction Professionals to inspect the subject property, and (C) a requirement that the parties complete their agreed-upon mediation procedure, prior to the Initiating Party filing any Claim.

(ii) If, in respect of any Construction Defect Action, all Construction Professionals to whom the Initiating Party has delivered a Construction Defect Dispute Notice and a CDARA Notice of Claim are ADR Parties with respect to such Construction Defect Action, then:

(A) the ADR Parties shall be deemed to have agreed that mediation procedure set forth in this Section 17.3(b) shall be the Parties’ agreed-upon mediation procedure referenced in Section 803.5(6) of CDARA,

(B) if: (1) an offer of settlement by a Construction Professional is not made in accordance with and by the deadline set forth in Section 803.5(3) of CDARA, (2) the Initiating Party rejects a timely-delivered offer of settlement as set forth in Section 803.5(6) of CDARA, or (3) the Initiating Party is deemed to have rejected a timely-delivered offer of settlement pursuant to Section 803.5(4) of CDARA, then the Initiating Party and the applicable Construction Professional shall submit such Construction Defect Action to mediation under the auspices of



an independent mediation service designated by the Parties, or if the Parties cannot agree on a mediation service then as designated jointly by each of the Parties' desired mediation service, and providing dispute resolution services in the greater Denver, Colorado metropolitan area,

(C) the mediation service selected or designated as the service through which a Construction Defect Action will be mediated shall appoint a Qualified Individual associated with such service to serve as the mediator with respect to such Construction Defect Action,

(D) the Initiating Party and the applicable Construction Professionals shall send to all mediation proceedings at least one Person who has the authority to fully and finally settle the Construction Defect Action on its behalf,

(E) with respect to each Construction Defect Action, the Parties thereto will share equally all charges rendered by the mediator,

(F) any settlement of a Construction Defect Action through mediation shall be documented in writing by the mediator and signed by the Parties,

(G) the End of Mediation, with respect to mediation conducted pursuant to this Section 17.3(b), shall be the earlier to occur of: (1) ninety (90) days after submission of the Construction Defect Action to mediation, or (2) a date to which the Parties have agreed in writing, and

(H) upon the End of Mediation, the Parties thereto will jointly request and require the mediator to deliver to each of them a written notice stating that such Parties are at an impasse, if that is the case, and setting forth the date the mediation was terminated.

(c) Final and Binding Arbitration for Construction Defect Actions. If, with respect to a Construction Defect Action: (i) the Initiating Party has satisfied its obligations herein with respect to the mediation of such Construction Defect Action, and (ii) the Parties have not agreed in writing to a settlement of such Construction Defect Action within ten (10) days after the End of Mediation with respect to a Construction Defect Action mediated pursuant to Section 17.3(b)(ii), or the end of mediation with respect to a Construction Defect Action not mediated pursuant to Section 17.3(b)(ii), then the Initiating Party shall be permitted to, and only then shall the Initiating Party be permitted to, mail or deliver notices pursuant to Section 17.4(a)(i) with respect thereto.

17.4 Additional Requirements to be Satisfied Prior to Submitting a Construction Defect Action to Arbitration. Before the Baseline Community Association pays, or commits to pay, any amount to any attorney representing the Baseline Community Association in any Construction Defect Action, or otherwise institutes a Construction Defect Action, the Board shall comply with this Section 17.4 and Section 17.6.



(a) Required Notices of Proposed Construction Defect Action.

(i) The Board shall mail or deliver written a notice of the anticipated commencement of the Construction Defect Action to each Owner at such Owner's last-known address described in the Baseline Community Association's records and to the last-known address of each Construction Professional against whom a Construction Defect Action is proposed, except that this notice requirement does not apply to:

(A) Construction Professionals identified after the notice is mailed; *provided, however,* the Board shall mail or deliver a notice pursuant to Section 17.4(a)(i) to each such Construction Professional within five (5) days after any Officer, Director, agent or employee of the Baseline Community Association or the managing agent of the Baseline Community Association becomes aware that such Construction Professional may be involved with respect to such Construction Defect Action, or

(B) joined parties in a Construction Defect Action previously approved by Owners pursuant to Section 17.4(g)(i).

(ii) The timing for the delivery of any notice pursuant to Section 17.4(a)(i) is subject to the provisions of Section 17.4(b).

(iii) The Baseline Community Association shall be required to include in the notice required pursuant to Section 17.4(a)(i) any documents that any Construction Professional requests be included therein at least two (2) days before the date of mailing.

(iv) At least twenty-five (25) business days before the mailing of the notice required by Section 17.4(a)(i), the Baseline Community Association shall notify each Construction Professional against whom a Construction Defect Action is proposed by mail, at its last-known address, of the date and time of the meeting called to consider the Construction Defect Action pursuant to Section 17.4(a)(i).

(b) Owners Meeting. The notice given pursuant to Section 17.4(a)(i) must call an Owners Meeting, which must be held no less than ten (10) days and no more than fifteen (15) days after the mailing date of such notice, to consider whether to submit a Construction Defect Action to arbitration. A failure to hold such Owners Meeting within this time period voids the subsequent vote. A quorum is not required at such Owners Meeting. In no event shall the time period for providing the notice required pursuant Section 17.4(a)(i), holding the meeting required pursuant to this Section 17.4(b), and voting as required by Section 17.4(g) exceed ninety (90) days.

(c) Contents of Notice. The notice required by Section 17.4(a)(i) must state that:

(i) the conclusion of Owners Meeting initiates the voting period, during which the Baseline Community Association will accept votes for and against proceeding with the Construction Defect Action. The disclosure and voting period shall end ninety (90) days after the mailing date of the notice required by Section 17.4(a)(i) or



when the Baseline Community Association determines that the Construction Defect Action is either approved or disapproved, whichever occurs first,

(ii) the Construction Professional against whom the Construction Defect Action is proposed will be invited to attend and will have an opportunity to address the Owners concerning the alleged construction defect, and

(iii) the presentation at the meeting by the Construction Professional or the Construction Professional's designee or designees may, but is not required to, include an offer to remedy any defect in accordance with CDARA.

(d) Additional Notice Requirements and Disclosures. Each notice required by Section 17.4(a)(i) must:

(i) contain a description of the nature of the Construction Defect Action, which description identifies alleged defects with reasonable specificity, the relief sought, a good-faith estimate of the benefits and risks involved and any other pertinent information,

(ii) include the following disclosures, without any changes in content, except for filling in placeholders set forth below, without any changes in the order of appearance, in at least twelve (12)-point font, and in a prominent place within such notice:

(A) Owners are not required to cast their vote(s) at the end of the Owners Meeting. Such vote(s) may be cast at any time prior to [insert the date that is the expiration of voting period], and it may be advisable to obtain additional information prior to casting your vote(s).

(B) The Board (intends to enter) (has entered) into a fee arrangement with the attorneys representing the Baseline Community Association, under which (the attorneys will be paid a contingency fee equal to --- percent of the (net) (gross) recovery of the amount the Baseline Community Association recovers from the defendant(s)) (the Baseline Community Association's attorneys will be paid (an hourly fee of \$ ---) (a fixed fee of \$ ---), and pursuant all agreements with the attorneys representing the Baseline Community Association, the following sets forth in reasonable detail all other means by which the attorneys representing the Baseline Community Association may receive any form of compensation or reimbursement in connection with the proposed Construction Defect Action: (-----, -----, and -----).

(C) In addition to attorney fees, the Baseline Community Association may incur up to \$ ----- for legal costs, including expert witnesses, depositions, and filing fees. The amount will not be exceeded without the Board's further written authority.



(D) The Board expects the fees and costs the Baseline Community Association will incur if it proceeds with the proposed Construction Defect Action, not including amounts due as part of a percentage of the amount awarded to or recovered by the Baseline Community Association, will not exceed (\$----) (the "Fee Cap").

(E) If the Baseline Community Association elects to initiate the Construction Defect Action, and the legal costs and fees and such action (other than the amounts due as part of a percentage of the amount awarded to or recovered by the Baseline Community Association) exceed the Fee Cap, and the Board and the Owners do not approve an increase to the Fee Cap,

(1) the Baseline Community Association may have to withdraw from such action,

(2) the Baseline Community Association may have to pay its attorneys all of their fees and costs, and

(3) the construction defects will likely remain unrepaired until the Baseline Community Association levies a special assessment on the Owners to its attorneys' fees and costs and pay for the repairs.

(F) The Baseline Community Association may not proceed with the Construction Defect Action without the approval of Owners.

(G) The Owners shall be deemed to have approved initiating the Construction Defect Action if a majority of the votes allocated to Owners are cast in favor of initiating the Construction Defect Action.

(H) If the Baseline Community Association prevails on its claim, the amount the Baseline Community Association will receive will be reduced by: (1) the amount equal to ----- percent of the (net) (gross) recovery of the amount the Baseline Community Association recovers from the defendant(s) (the Baseline Community Association's attorneys will be paid (an hourly fee of \$ ----) (a fixed fee of \$ ----)), and (2) all other cost and expenses incurred in connection with the claim including expert fees, deposition costs, filing fees and other costs and expenses of the Baseline Community Association's attorneys.

(I) Even if the Baseline Community Association prevails on its claim, the amount the Baseline Community Association will receive will likely not be sufficient to pay all the costs of the construction defects and the Baseline Community Association may be forced to levy a Special Assessment on the Owners for the deficit.



(J) There is no guarantee that the Baseline Community Association will recover enough funds to repair the claimed construction defect(s). If the claimed defects are not repaired, additional damage to property and a reduction in the useful life of the common elements might occur.

(K) Until the claimed construction defects are repaired, or until the construction defect claim is concluded, the market value of the units in the Baseline Community Association might be adversely affected.

(L) The alleged construction defects might result in increased costs to the Baseline Community Association in maintenance or repair or cause an increase in assessments to cover the cost of repairs.

(M) If the Baseline Community Association does not file a claim before the applicable legal deadlines, the claim will expire.

(N) Until the alleged defects are repaired, sellers of Sites within Baseline Residential might owe Site buyers a duty to disclose known defects.

(O) Until the claimed construction defect(s) are repaired, or until the construction defect(s) claim is concluded, Owners might have difficulty refinancing and prospective buyers might have difficulty obtaining financing. In addition, certain federal underwriting standards or regulations prevent refinancing or obtaining a new loan in projects where a construction defect is claimed, and certain lenders as a matter of policy will not refinance or provide a new loan in projects where a construction defect is claimed. UNTIL THE CONSTRUCTION DEFECT ACTION IS RESOLVED, THESE FEDERAL LENDING GUIDELINES WILL LIKELY PREVENT AN OWNER FROM REFINANCING A LOAN ENCUMBERING ITS SITE ANY MAY PREVENT PROSPECTIVE BUYERS OF AN OWNER'S SITE FROM OBTAINING A LOAN TO PURCHASE AN OWNER'S SITE, EVEN IF THE CLAIMED CONSTRUCTION DEFECT DOES NOT AFFECT SUCH OWNER'S SITE.

(P) If the Baseline Community Association does not prevail on its claim, the Baseline Community Association may be responsible for paying these legal expenses, and the construction defects will not be repaired.

(Q) If the Baseline Community Association does not prevail on its claim, the Baseline Community Association may be responsible for paying its attorney fees and all the costs and expenses incurred by such attorneys, including expert witness fees, deposition expenses, travel expenses, and filing fees.

(R) If the Baseline Community Association does not prevail on its claim, a court or arbitrator sometimes awards costs and attorney fees to the opposing party. Should that happen in this case, the Baseline Community Association may be responsible for paying the opposing party's costs and fees as a result of such award.



(e) Verified Mailing List.

(i) The Baseline Community Association shall maintain a verified Owner mailing list that identifies the Owners to whom the Baseline Community Association mailed the notice required pursuant to Section 17.4(a)(i) and the date(s) upon which such mailing to each occurred (a “**Verified List**”). The Verified List shall include: (A) for each Owner, the address, if any, to which the Baseline Community Association mailed the notice required pursuant to Section 17.4(a)(i), (B) the number of votes appurtenant to each Site, and (C) a designation of any votes that may not be cast pursuant to the terms of the Community Documents. The Baseline Community Association shall deliver, by nationally-recognized overnight courier, and shall also provide a copy of the Verified List to each Construction Professional who is sent a notice pursuant to Section 17.4(a)(i) and at the Owner Meeting required under Section 17.4(b). An Owner, Director and Alternate mailing list shall be deemed verified if a specimen copy of the mailing list is certified correct and complete by an Officer or an agent of the Baseline Community Association.

(ii) If the Baseline Community Association commences a Construction Defect Action against any Construction Professional, the Baseline Community Association shall file its Verified List and records of votes received from Owners during the voting period with the appropriate forum under seal.

(f) Amended or Supplemented Claim. The substance of a proposed Construction Defect Action may be amended or supplemented after the Owners Meeting held pursuant to Section 17.4 (b), but an amended or supplemented claim does not extend the voting period. The Board shall give notice to all Owners of any amended or supplemented claim, within thirty (30) days after such amendment or supplement is filed with the arbitrator, and shall maintain records of its communications with Owners. Approval pursuant to Section 17.4(g)(i) is not required for amendments or supplements to a Construction Defect Action made after the notice pursuant to Section 17.4(a)(i).

(g) Approval Required to Proceed with Construction Defect Action.

(i) Notwithstanding any requirement in the Baseline Community Association’s governing documents, the Board may initiate a Construction Defect Action only if authorized within the voting period by Owners to which a Majority of votes in the Baseline Community Association are allocated. Such approval is not required for the Baseline Community Association to proceed with a Construction Defect Action if the alleged construction defect pertains to a facility that is intended and used for nonresidential purposes and if the cost to repair the alleged defect does not exceed fifty thousand dollars (\$50,000). Such approval is not required for the Baseline Community Association to proceed with a Construction Defect Action when the Baseline Community Association is the contracting party for the performance of labor or purchase of services or materials.



(ii) Each Owner's vote shall be submitted only once and may be obtained in any written format confirming the Owner's vote to approve or reject the proposed Construction Defect Action.

(iii) The Baseline Community Association shall maintain a record of all votes until the conclusion of the Construction Defect Action, including all appeals, if any.

(iv) For purposes of calculating the required majority vote under this Section 17.4(g) only, the following votes are excluded:

(A) Any votes allocated to Sites owned by a Development Party. As used in this Section 17.4(g)(iv)(A): (1) the term "**Development Party**" means a contractor, subcontractor, developer, or builder responsible for any part of the design, construction, or repair of any portion of Baseline Residential and any of that party's affiliates, and (2) "affiliate" includes an entity controlled or owned, in whole or in part, by any person that controls or owns a Development Party or by the spouse of a Development Party.

(B) Any votes allocated to Sites owned by banking institutions, unless a vote from such an institution is actually received by the Baseline Community Association.

(C) Any votes allocated to Sites owned by Owners who are deemed nonresponsive. If the status of the nonresponsive Owners is challenged in court or in an arbitration, the court shall consider whether the Board has made diligent efforts to contact the Owner regarding the vote and may consider: Whether a mailing was returned as undeliverable, whether the Owner appears to be residing at the Site, and whether the Baseline Community Association has used other contact information, such as an electronic mail address or telephone number for the Owner. The Baseline Community Association, at its sole cost and expense, shall provide each Construction Professional so requesting with real time updates regarding whether each Owner has voted, whether each Owner has voted for or against proceeding with the Construction Defect Action, the actions taken by the Baseline Community Association to contact Owners and facts related thereto (including whether a mailing was returned as undeliverable or whether the Owner appears to be residing at the Site), and all other matters with respect to the Owners' vote on whether to proceed with the Construction Defect Action.

(h) If, for any reason (including due to Section 303.5(4) of CCIOA), the entirety of Section 303.5 of CCIOA is held invalid, then notwithstanding such invalidation all provisions of this Declaration and the other Community Documents shall remain in full force and effect except:

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(i) Section 17.4(b) shall be deemed deleted and replaced with the following language:

“Owners Meeting. The notice given pursuant to Section 17.4(a)(i) must call an Owners Meeting, which must be held no less than sixty (60) days and no more than one hundred eighty (180) days after the mailing date of such notice, to consider whether to submit a Construction Defect Action to arbitration. A failure to hold such Owners Meeting within this time period voids the subsequent vote. A quorum at such Owners Meeting shall be required. For purposes of this Owners Meeting, a quorum at such Owners Meeting shall be constituted by, and only by, the presence, in person or by proxy, of Owners holding at least a Majority of the votes of Owners entitled to vote. In no event shall the time period for providing the notice required pursuant Section 17.4(a)(i), holding the meeting required pursuant to this Section 17.4(b), and voting as required by Section 17.4(g) exceed one hundred eighty (180) days.”,

and

(ii) Section 17.4(g)(iv) shall be deemed deleted.

17.5 Additional Provisions Regarding Construction Defect Actions.

(a) Duty to Update Verified List. If any Director, Officer, employee of the Baseline Community Association, or employee of the Baseline Community Association’s management company becomes aware that any Verified List delivered to any Construction Professional is or has become incorrect, then the Baseline Community Association shall deliver, by nationally-recognized overnight courier, an updated and correct copy of the Verified List to each Construction Professional at the earliest to occur of: (i) earliest time reasonably possible, (ii) two (2) days after such Person became so aware; or (iii) the commencement of the Owners Meeting referenced in Section 17.4(b).

(b) Owners Meeting. At the Owners meeting described in Section 17.4(b), each Construction Professional against whom the Construction Defect Action is proposed shall be given the greater of: (i) one hour; or (ii) the amount of time provided to proponents of instituting a Construction Defect Action. Each Construction Professional shall be provided an equivalent opportunity to address the Owners as is provided to any Director, the Board, the attorneys for the Baseline Community Association, or any other Person. Such equivalency shall be with respect to all parameters including use of audio and visual equipment and displays. No later than fifteen (15) days prior to the Owners meeting, the Board shall send written notice to all Construction Professional setting forth all such parameters and shall not change such parameters over the objection of any Construction Professional. A Construction Professional may cede its right to such equivalent opportunity (including time allocated to such Construction Professional) to another Construction Professional or any other Person.



(c) Fee Cap and Other Budget Estimates.

(i) The Baseline Community Association shall not pay, nor shall the Board, any Officer or any agent of the Baseline Community Association obligate the Baseline Community Association to pay, any fees or costs related to the proposed Construction Defect Action in excess of the Fee Cap, unless: (A) the Board has approved such payment or obligation and set a new amount to be the Fee Cap, which shall not be greater than fifteen percent (15%) of the then-existing Fee Cap, and (B) such payment or obligation and the higher Fee Cap have been approved by the Owners at an Owner's Meeting.

(ii) The Baseline Community Association shall not pay, nor shall the Board, any Officer or any agent of the Baseline Community Association obligate the Baseline Community Association to pay, any fees or costs related to the proposed Construction Defect Action: (A) by any means that is not set forth in the notice delivered pursuant to Section 17.4(a)(i), or (B) in excess the amounts set forth in the notice delivered pursuant to Section 17.4(a)(i).

17.6 Testing for Construction Defects.

(a) The Baseline Community Association will not undertake or authorize any testing, including investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Site, including any Common Element, without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board may rely on the opinions and/or the conclusions of qualified experts (e.g., structural engineers).

(b) In determining whether to authorize such testing, the Board will be governed by the following considerations:

(i) whether the Baseline Community Association's position is strong enough to justify taking any other or further action,

(ii) whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable Person and to justify expending the Baseline Community Association's resources, and

(iii) whether it is in the Baseline Community Association's best interests, based upon risk, hardship, expense, inconvenience, collateral effects on any Owner(s), or other reasonable criteria, to pursue the matter further.

(c) In the event the Board undertakes or authorizes testing for any kind of defects in design or construction, then prior to any testing taking place, Founder and others responsible for the design or construction of the affected improvements shall be entitled to written notice of the alleged defect and access to the area of the alleged defect. Founder and others responsible for the design and construction of the affected improvements will be entitled to be present during any testing and may record (via video, audio, photographs, or any other recording method) all testing conducted and all alleged defects found.



17.7 Arbitration.

(a) Arbitration Procedures. Any Claim properly and timely submitted to arbitration in accordance with Section 17.2 or Section 17.3 shall be conducted by the Arbitration Firm (as such term is defined below) in Denver, Colorado, pursuant to the provisions of the Colorado Arbitration Act, C.R.S. 13-22-201, et seq., and in accordance with the laws of the State of Colorado and the Construction Industry Arbitration Rules of the American Arbitration Association with respect to Construction Defect Actions, or the Commercial Arbitration Rules of the American Arbitration Association with respect to Standard Claims, as appropriate. For purposes hereof, the term "**Arbitration Firm**", shall mean Judicial Arbiter Group, Inc., located in Denver, Colorado ("JAG"); *provided however*, within fifteen (15) days after the Claim is submitted to arbitration, JAG has failed to provide a Qualified Individual acceptable to the Parties or if JAG is not in business, then each of the Parties shall select an arbitration firm providing arbitration services in the greater Denver, Colorado metropolitan area, and Arbitration Firm shall be the firm providing arbitration services in the greater Denver, Colorado metropolitan area that is selected by joint agreement of each arbitration firm selected by each Party. There shall be one arbitrator for such arbitration and such arbitrator shall be a Qualified Individual. If the parties cannot agree on an arbitrator to conduct the arbitration within thirty (30) days after the Claim is submitted to arbitration, then the arbitrator shall be selected by Arbitration Firm, which shall appoint a Qualified Individual to serve as an the arbitrator. Such arbitration shall be conducted and the arbitrator shall deliver a written decision with respect thereto (an "**Award**"), within one hundred twenty (120) days after the date such Claim is submitted to arbitration.

(b) Confidential. All statements or admissions by any Person, whether oral or written, made in the course of any arbitration pursuant to the provisions hereof shall be deemed confidential and shall not be disclosed outside of such arbitration proceedings by any Person.

(c) Agreement to Arbitrate. The provisions of this Article XVII shall be deemed an agreement to arbitrate and will be specifically enforceable under the applicable arbitration laws of the State of Colorado. Each Award shall be final and binding with no right to appeal, and judgment may be entered upon such Award in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) Fees and Costs. Except to the extent set forth in Section 17.8(b)(i), with respect to each Claim submitted to arbitration, the Parties thereto will share equally all filing fees and costs of the Arbitration Firm and the arbitrator for conducting such arbitration ("**Arbitration Costs**").

17.8 Challenges to the Community Documents.

(a) In addition to all other requirements in the Community Documents or as required by applicable law, the Baseline Community Association shall not initiate or pursue a Claim challenging the enforceability of any provision of the Community Documents unless: (i) at least sixty-seven percent (67%) of the votes in the Baseline Community Association are cast in favor of initiative and pursuing such Claim at an Owner's meeting called specifically for such purpose, and (ii) at least thirty (30) days, but not more than sixty (60) days, prior to such



Owner's meeting, the Board mails or delivers to each Owner at such Owner's last-known address described in the Baseline Community Association's records written notice: (A) setting forth the date, time and location of such Owner's meeting, (B) setting forth the Board's estimate of the legal fees and costs the Baseline Community Association could incur in initiating and pursuing such Claim (the "Fee Estimate"), (C) stating "If the Baseline Community Association does not prevail on such Claim, the Baseline Community Association may be required to pay the legal fees and costs of the other parties involved in such Claim as well as the legal fees and costs of the Baseline Community Association, and a Special Assessment may need to be levied against the Owners to pay legal fees and costs related to such Claim.", and (D) stating "Until the resolution of such Claim: (1) Owners may not be able to refinance their homes or Sites, (2) potential purchasers of their homes or Sites may not be able to obtain financing for the purchase of their homes or Sites, and (3) the market value of their homes and Sites will likely be depressed."

(b) In no case shall the Baseline Community Association pay, or obligate itself to pay, any costs or expenses related to any Claim challenging the enforceability of any provision of the Community Documents unless: (i) the Baseline Community Association has complied with the provisions of Section 17.8(a), and (ii) at least sixty-seven percent (67%) of the votes in the Baseline Community Association are cast in favor of initiative and pursuing such Claim at an Owner's meeting called specifically for such purpose. In no case shall the Baseline Community Association pay, or obligate itself to pay, any costs or expenses in excess of the Fee Estimate related to any Claim challenging enforceability of any provision of the Community Documents set forth in the written notice to Owners for the Owners Meeting at which the Owners approved initiating or pursuing such Claim.

17.9 Remedies.

(a) Limitation on Damages. No ADR Party shall be entitled to receive any award of damages in connection with any Claim or any Exempt Claim other than such ADR Party's actual damages, except as expressly set forth in CDARA, CCPA, Section 123 of CCIOA, or other applicable rule of law, and each ADR Party shall be deemed to have waived such ADR Party's right to receive any fees, costs and damages in respect of all Claims and all Exempt Claims other than actual damages, which waiver includes such ADR Party's waiver of its right to receive any attorneys' fees and costs, any special, consequential, indirect, incidental, non-compensatory, punitive and exemplary damages, and damages for emotion distress, whether any of such damages are foreseeable or unforeseeable and regardless of whether any of such damages are based on (but not limited to) claims arising out of breach or failure of express or implied warranty or condition, breach of contract, failure to comply with building codes (local, state, or federal), construction defects (including soils related issues), misrepresentation, negligence or otherwise, except as expressly set forth in the Community Documents, CDARA, CCPA, Section 123 of CCIOA, or other applicable rule of law. BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH OWNER AND THE BASELINE COMMUNITY ASSOCIATION HAVE WAIVED SUCH OWNER'S AND THE BASELINE COMMUNITY ASSOCIATION'S RIGHT TO RECEIVE ANY FEES, COSTS AND DAMAGES IN RESPECT OF ANY CLAIM AND IN RESPECT OF ANY EXEMPT CLAIM OTHER THAN ACTUAL DAMAGES, WHICH WAIVER INCLUDES SUCH OWNER'S



AND THE BASELINE COMMUNITY ASSOCIATION'S WAIVER OF ITS RIGHT TO RECEIVE ANY ATTORNEYS' FEES AND COSTS, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, NON-COMPENSATORY, PUNITIVE AND EXEMPLARY DAMAGES, AND DAMAGES FOR EMOTION DISTRESS, WHETHER ANY OF SUCH DAMAGES ARE FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER ANY OF SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, FAILURE TO COMPLY WITH BUILDING CODES (LOCAL, STATE, OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION, NEGLIGENCE OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THE COMMUNITY DOCUMENTS, CDARA, CCPA, SECTION 123 OF CCIOA, OR OTHER APPLICABLE RULE OF LAW.

(b) Remedies. In addition to the rights and remedies otherwise available to the Baseline Community Association, if an Owner or Sub-association fails to perform or observe any covenant or condition on such Owner's or Association's part to be performed or observed under this Declaration or any other Community Document, Baseline Community Association shall have the following rights and remedies:

(i) In the discretion of the Board, the Baseline Community Association may, for so long as any Owner or Sub-association fails to comply with any such provisions, exclude such Owner and its Guests from the use of any Common Elements and from the participation in any Baseline Community Association affairs (including voting).

(ii) The Baseline Community Association may, but is not obligated to, cure such failure to comply at the Owner's or Association's sole cost and expense. If the Baseline Community Association incurs any costs or expenses in pursuant of curing any such failure to comply, the Owner or Association shall pay to the Baseline Community Association the amount of all costs incurred by the Baseline Community Association in connection therewith plus fifteen percent (15%) of the total amount of such costs and expenses, or such other administrative fee amount as may be established by the Baseline Community Association from time to time, within thirty (30) days after the Owner or Association receives written notice of a Default Assessment therefor from the Baseline Community Association.

(iii) The Baseline Community Association may fine the Owner or Association, as a Default Assessment, an amount to be determined by the Board for each violation after notice and a hearing. The Owner or Association shall pay any such fine to the Baseline Community Association within thirty (30) days after the Owner or Association receives written notice of a Default Assessment therefor from the Baseline Community Association.

(iv) If an Owner or Sub-association fails to pay to the Baseline Community Association any Assessment or other amount due to the Baseline Community Association as and when the same becomes due, the Owner or Association shall pay to



the Baseline Community Association interest on such unpaid amount from the due date of such unpaid amount until the date paid at an interest rate per annum determined by the Board.

(c) Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "notice and hearing," the procedures set forth in the Rules therefore shall be observed.

(d) Non-Exclusive and Cumulative. Except as otherwise set forth herein or as limited by applicable rules of law: (i) each ADR Party shall be entitled to pursue and receive all rights and remedies available to such ADR Party under the Community Documents, at law or in equity, including injunctive relief, and (ii) all such rights and remedies shall be cumulative and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy.

(e) Shifting of Fees, Costs and Expenses.

(i) The prevailing party in any Standard Claim shall be entitled to recover from any non-prevailing party all of its fees, costs and expenses incurred in connection therewith, including the prevailing party's Arbitration Costs and other fees, costs and expenses of attorneys, accountants, engineers, appraisers and other experts and professionals engaged by the prevailing Party.

(ii) No party in any Construction Defect Action shall be entitled to recover from any other party in such Construction Defect Act any fees, costs or expenses incurred in connection therewith, including Arbitration Costs or other fees, costs or expenses of attorneys, accountants, engineers, appraisers and other experts and professionals incurred in connection with such Construction Defect Action, unless expressly required by CDARA, CCPA, Section 123 of CCIOA, or other rule of law.

(iii) If an Initiating Party submits any Claim that is not an Exempt Claim to a court of law or equity, and the Responding Party successfully removes such Claim from such court of law or equity to arbitration, then the Responding Party shall be entitled to recover from the Initiating Party all of its fees, costs and expenses incurred in connection therewith, including the Responding Party's Arbitration Costs and other fees, costs and expenses of attorneys, accountants, engineers, appraisers and other experts and professionals engaged by the Responding Party.

17.10 Multiple Claims. Claims that are not consolidated or administered pursuant to the following sentence shall remain subject to this Article XVII and shall be resolved separately. Only with the written request of all Parties involved, which is hereby given with respect to all ADR Parties, the arbitrator may: (a) consolidate proceedings of any ADR Parties with Claims that are substantially identical into a single arbitration, and (b) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Arbitration Firm.

17.11 Waiver of Jury and Trial. BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY, AND EXCEPT AS EXPRESSLY SET FORTH OTHERWISE HEREIN, TO A TRAIL IN A COURT



OF LAW OR EQUITY, WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY CLAIM OR EXEMPT CLAIM AND ALL COUNTER CLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS RELATED THERETO.

17.12 Conflicts with Applicable Law. In the event that any provision in this ARTICLE XVII conflicts with any applicable law that provide non-waivable legal rights, including CDARA or CCPA, then the non-waivable terms of applicable law.

17.13 Responsible Governance Policy Regarding Disputes. The provisions of this Article XVII contain the Baseline Community Association's responsible governance policy regarding the procedures for addressing disputes arising between the Baseline Community Association and Owners as required under Section 209.5(1)(b)(VIII) of CCIOA.

ARTICLE XVIII MISCELLANEOUS

18.1 Interpretation of the Declaration. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

18.2 Severability. Any determination by any court or arbitration of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provisions hereof.

18.3 Disclaimer of Representations. Notwithstanding any other provision herein, Founder makes no warranties or representations whatsoever that any plan envisioned for the complete development of Baseline Residential can or will be carried out or that any land now owned or hereafter acquired by Founder or its Affiliates is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that, if such land is once used for a particular use, such use will continue in effect.

18.4 Reference to Declaration in Deeds. Deeds to, and instruments affecting, any Site or any other part of Baseline Residential may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee Owner and any other Person claiming through any deed or other instrument and such Owner's and Person's heirs, executors, administrators, successors and assigns.

18.5 Successors and Assigns of Founder. Any reference in this Declaration to Founder shall include any successors or assignees of Founder's rights and powers hereunder, on the condition that Founder's rights and powers may only be assigned by a written Recorded instrument expressly assigning such rights and powers. Owner's rights and powers hereunder may be assigned in whole or in part with respect to some portion of the Property and Additional Property and not others, or subject to whatever conditions Founder may impose.



18.6 Surrender of Founder Rights. Founder shall have the right to surrender any right or power granted to or reserved by Founder in the Community Documents, without the consent of any Owner or other Person, by Recording an instrument referencing this Declaration and setting forth the rights or powers being surrendered by Founder.

18.7 Captions and Titles. All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

18.8 Notices.

(a) All Owners of each Site shall have one and the same registered mailing address to be used by the Baseline Community Association, the Directors, Officers, Delegates, Alternates and Owners for notices, demands, and all other communications regarding Baseline Community Association matters. The Owner or the representative of the Owners of a Site shall furnish such registered address to the secretary of the Baseline Community Association within ten (10) days after transfer of title to the Site to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Site or by such persons as are authorized to represent the interests of all Owners of the Site. If no address is registered or if all of the Owners cannot agree, then the address of the Site shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Site. All notices and demands intended to be served upon the Baseline Community Association shall be sent to the following address or such other address as the Baseline Community Association may designate by notice to the Owner(s).

Baseline Community Association, Inc.
1800 Wazee Street, Suite 200
Denver, Colorado 80202
Attention: President

(b) All written notices required to be sent to or served upon the Baseline Community Association under this Declaration shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid or by a national overnight delivery service which maintains delivery records. All such notices shall be effective upon delivery (or refusal to accept delivery).

18.9 No Public Dedication. Nothing contained in this Declaration shall be deemed to be a dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever.

18.10 Encumbrances Upon the Initial Property and the Additional Property. The Recording data for Recorded easements and licenses appurtenant to, or included in, the Initial Property and the Additional Property, or to which any portion of the Initial Property or the Additional Property is or may be subject by virtue of a reservation in this Declaration, is set forth on Exhibit E attached hereto.



18.11 No Merger. Notwithstanding that Founder currently holds title to all the Property, and notwithstanding that a subsequent Owner may own or hold title to more than one Site, any such commonality of interests shall not result in or cause any merger and extinguishment, in whole or in part, of any provisions of this Declaration, it being intended by Founder, for its benefit and the benefit of its successors in interest, that the terms of this Declaration not be merged by virtue of those common ownership interests to any extent, but instead that such terms be and remain in full force and effect upon and following the making and recording of this Declaration in the Official Records.

18.12 Founder Liability. Except as otherwise provided in CCIOA, no Person holding the status of, or exercising any rights or performing any obligations of, Founder under this Declaration shall be liable to any Owner or Mortgagee for any acts or omissions of another Person holding such status, or exercising any rights or performing any obligations associated with the status of Founder.

18.13 Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

18.14 Certification. This Declaration, the Planned Community Plat (attached hereto as Exhibit C), and the plats and maps referenced therein, if any, contain all information required by Section 209 of CCIOA.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]



**SIGNATURE PAGE TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BASELINE RESIDENTIAL**

This Declaration of Covenants, Conditions and Restrictions for Baseline Residential is hereby executed on behalf of NP Development, Inc., a Colorado corporation

**NP Development, Inc.,
a Colorado corporation**

By: 
Name: Michael S. Warren
Its: Senior Vice President & General Counsel



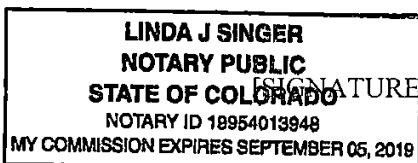
STATE OF COLORADO)
)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of March, 2019 by
Michael S. Warren, as Sup. General Counsel of NP
Development, Inc., a Colorado corporation.

Witness my hand and official seal.

Linda J Singer
Notary Public

My commission expires: 9/5/19



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

[Signature Pages]

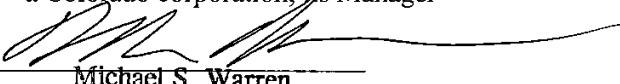


**SIGNATURE PAGE TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BASELINE RESIDENTIAL**

McWhinney CCOB Land Investments, LLC, a Colorado limited liability company, the Joining Landowner, hereby subjects the Joining Landowner's Initial Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for Baseline Residential.

**McWhinney CCOB Land Investments, LLC,
a Colorado limited liability company**

By: McWhinney Real Estate Services, Inc.,
a Colorado corporation, its Manager

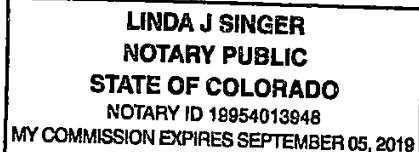
By: 
Name: Michael S. Warren
Its: Senior Vice President & General Counsel

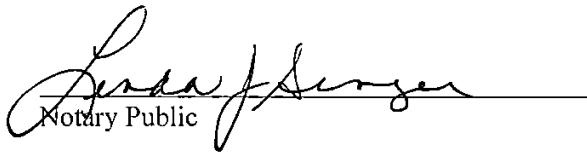
MRRES Leg
3/18/19
B. Johnson

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

The foregoing instrument was acknowledged before me this 12th day of March, 2019 by Michael S. Warren, as SVP & General Counsel of McWhinney Real Estate Services, Inc., a Colorado corporation, as Manager of McWhinney CCOB Land Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.




Notary Public

My commission expires: 9/15/19

2019002577 COV 03/18/2019 02:03 PM
Page: 112 of 168 Rec Fee \$848.00 Doc Fee \$0.00
City & County of Broomfield



EXHIBIT A

Founder's Initial Property

Tract I, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.



EXHIBIT A-1

Joining Landowner's Initial Property

EXHIBIT A-1

SITUATED IN THE NORTHEAST, NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTERS OF SECTION 4 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BROOMFIELD, STATE OF COLORADO.

TWO PARCELS OF LAND BEING PORTIONS OF LOT 1 & 2, BLOCK 1, NORTH PARK FILING NO. 2 REPLAT B AND LOT 5, BLOCK 1 NORTH PARK FILING NO. 2, REPLAT C, SITUATED IN THE NORTHEAST, NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTERS OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL-B

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2- $\frac{1}{2}$ " ALUMINUM CAP STAMPED 2014/ LS 25379;

THENCE NORTH 88°41'04" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1,321.25 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 1,059.27 FEET, SAID CURVE HAVING A RADIUS OF 2,877.00 FEET, A CENTRAL ANGLE OF 210°5'43", AND A CHORD WHICH BEARS NORTH 37°36'17" EAST A CHORD DISTANCE OF 1,053.29 FEET TO A POINT;

THENCE SOUTH 63°07'40" EAST, A DISTANCE OF 355.47 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 677.03 FEET, SAID CURVE HAVING A RADIUS OF 3,232.50 FEET, A CENTRAL ANGLE OF 120°0'01", AND A CHORD WHICH BEARS NORTH 21°19'59" EAST A CHORD DISTANCE OF 675.79 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 449.54 FEET, SAID CURVE HAVING A RADIUS OF 731.50 FEET, A CENTRAL ANGLE OF 35°12'39", AND A CHORD WHICH BEARS SOUTH 57°48'55" EAST A CHORD DISTANCE OF 442.50 FEET;

THENCE SOUTH 40°12'36" EAST, A DISTANCE OF 583.65 FEET;

THENCE SOUTH 14°41'26" WEST, A DISTANCE OF 319.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 6.74 FEET, SAID CURVE HAVING A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 35°05'58", AND A CHORD WHICH BEARS SOUTH 32°14'25" WEST A CHORD DISTANCE OF 6.63 FEET;

THENCE SOUTH 49°47'24" WEST, A DISTANCE OF 1,454.10 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 300.37 FEET, SAID CURVE HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF 35°42'17", AND A CHORD WHICH BEARS SOUTH 71°45'26" WEST A CHORD DISTANCE OF 295.53 FEET;

THENCE NORTH 40°12'36" WEST, A DISTANCE OF 887.50 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SHERIDAN PARKWAY;

THENCE NORTH 48°31'52" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 96.58 FEET;

THENCE NORTH 48°30'28" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,037.879 SQUARE FEET OR 46.78 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL-F

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2- $\frac{1}{2}$ " ALUMINUM CAP STAMPED 2014/ LS 25379;

THENCE NORTH 45°31'42" EAST, A DISTANCE OF 3,210.22 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 65.19 FEET, SAID CURVE HAVING A RADIUS OF 41.50 FEET, A CENTRAL ANGLE OF 90°0'00", AND A CHORD WHICH BEARS NORTH 44°35'50" WEST A CHORD DISTANCE OF 58.69 FEET;

THENCE NORTH 89°33'50" EAST, A DISTANCE OF 261.19 FEET;

THENCE SOUTH 00°21'07" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 89°36'52" EAST, A DISTANCE OF 679.56 FEET;

THENCE NORTH 01°34'58" WEST, A DISTANCE OF 5.00 FEET;

ISSUE DATE: 03/18/2019 PROJECT #: 100033		PARCEL-B & F DESCRIPTION		DRAWN BY: AJH	
DATE	REVISION COMMENTS				



EXHIBIT A-1

SITUATED IN THE NORTHEAST, NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTERS OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

THENCE NORTH 89°36'52" EAST, A DISTANCE OF 1,383.54 FEET;
THENCE SOUTH 090°00'00" EAST, A DISTANCE OF 457.55 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 109.37 FEET, SAID CURVE HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 40°33'40", AND A CHORD WHICH BEARS SOUTH 20°16'50" WEST A CHORD DISTANCE OF 107.10 FEET;
THENCE SOUTH 49°47'24" WEST, A DISTANCE OF 576.77 FEET;
THENCE NORTH 40°12'36" WEST, A DISTANCE OF 809.46 FEET;
THENCE SOUTH 89°35'50" WEST, A DISTANCE OF 1,065.97 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 1,280.79 FEET, SAID CURVE HAVING A RADIUS OF 3,180.50 FEET, A CENTRAL ANGLE OF 23°15'12", AND A CHORD WHICH BEARS SOUTH 14°46'38" WEST A CHORD DISTANCE OF 1,281.95 FEET;
THENCE NORTH 63°07'40" WEST, A DISTANCE OF 303.47 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 1,186.35 FEET, SAID CURVE HAVING A RADIUS OF 2,877.00 FEET, A CENTRAL ANGLE OF 23°37'35", AND A CHORD WHICH BEARS NORTH 14°32'30" EAST A CHORD DISTANCE OF 1,177.86 FEET;
THENCE NORTH 010°48'00" EAST, A DISTANCE OF 157.21 FEET;
THENCE NORTH 0024'10" WEST, A DISTANCE OF 57.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,452.245 SQUARE FEET OR 33.34 ACRES, MORE OR LESS.

BASIS OF BEARINGS. BEARINGS ARE GRID BEARINGS OF THE COLORADO NAD83/92 STATE PLANE NORTH ZONE AND BASED UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION BY A 2-1/2" ALUMINUM CAP STAMPED 2014/ LS 25379, AND AT THE CENTER QUARTER OF SAID SECTION BY A 2-1/2" ALUMINUM CAP STAMPED 1998/ LS 23500, WHOSE LINE BEARS NORTH 89°41'04" EAST, WITH ALL BEARINGS REFERENCED HEREBIN RELATIVE THERETO.

PREPARED BY: AARON J. HANDLEY
PLS 38328

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303 623 6300



EXHIBIT A-1

SITUATED IN THE NORTHEAST, NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTERS OF SECTION 4
 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

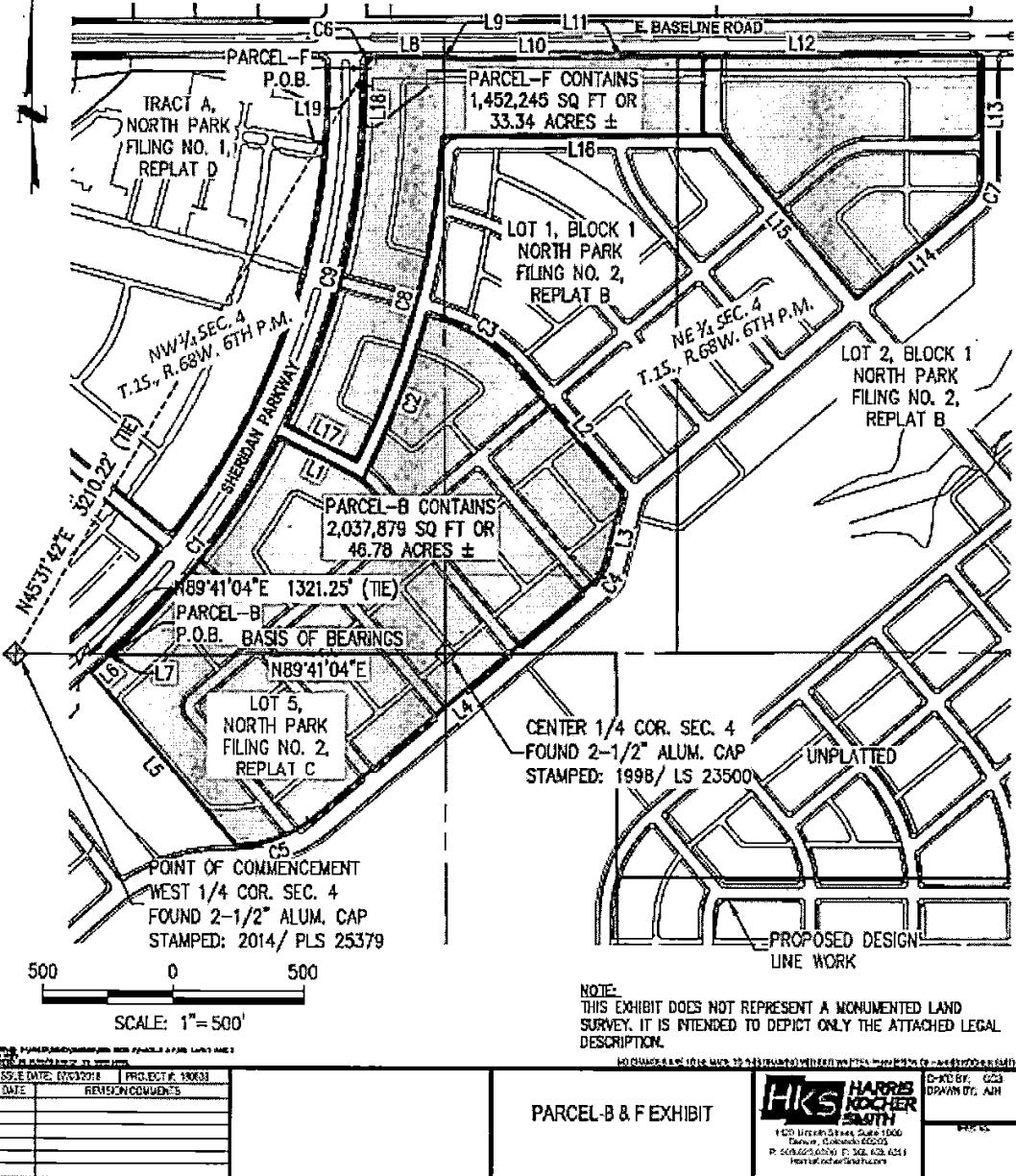
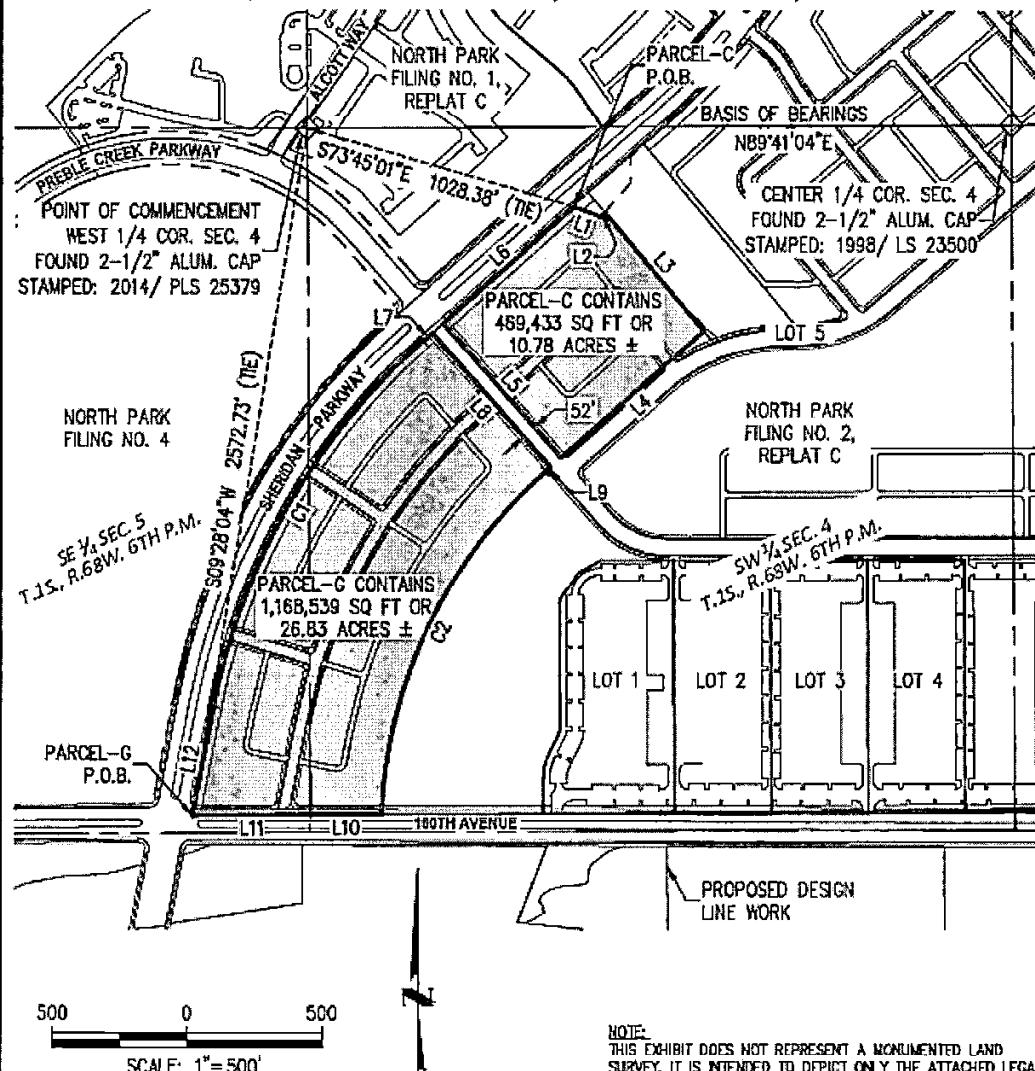




EXHIBIT A-1

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE SOUTHEAST QUARTER OF SECTION 5,
 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.



NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND
 SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL
 DESCRIPTION.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

ISSUE DATE: 03/18/2019	PROJECT #: 180001
DATE	REVISION COMMENTS

PARCEL-C & G EXHIBIT



DRAWN BY: GGS
 CHECKED BY: AH
 APPROVED BY: SP



EXHIBIT A-1

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE SOUTHEAST QUARTER OF SECTION 5,
 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S68°45'47"E	105.14'
L2	N41°27'12"E	23.70'
L3	S40°12'36"E	572.17'
L4	S48°31'50"W	708.05'
L5	N41°28'13"W	662.53'
L6	N48°31'47"E	648.91'
L7	N48°31'47"E	44.04'
L8	S41°28'13"E	662.50'
L9	S48°33'44"W	26.50'
L10	S89°47'56"W	260.47'
L11	S89°31'46"W	438.55'
L12	N11°00'00"E	410.92'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	2423.00'	37°31'47"	1587.11'	N29°45'53"E	1558.89'
C2	1769.42'	46°45'42"	1444.11'	S25°31'32"W	1404.36'

ISSUE DATE: 03/18/19	PROJECT #: 38039	PARCEL-C & G LINE & CURVE TABLE	 HARRIS KOCHEK SMITH <small>1500 17th Street, Suite 1820 Denver, CO 80202-3200 P: 303.292.6200, F: 303.223.4311 info@hksinc.com</small>	DRAWN BY: GGS
DATE	REVISION COMMENTS			DRAWN BY: AHI



EXHIBIT A-1

SITUATED IN THE NORTH HALF OF SECTION 4.

TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF LOTS 1 & 2, BLOCK 1, NORTH PARK FILING NO. 2, REPLAT B, SITUATED IN THE NORTH HALF, OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 1 SOUTH, RANGE 6B WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED: 1898A/LS 23500;

THENCE NORTH 47°53'04" EAST, A DISTANCE OF 911.11 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 40°12'36" WEST, A DISTANCE OF 583.65 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 501.51 FEET, SAID CURVE HAVING A RADIUS OF 731.50 FEET,
A CENTRAL ANGLE OF 39°17'23", AND A CHORD WHICH BEARS NORTH 59°51'17" WEST A CHORD DISTANCE OF 491.84 FEET TO A POINT
OF NON-TANGENT CURVATURE.

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 578.78 FEET, SAID CURVE HAVING A RADIUS OF 3,180.50 FEET, A CENTRAL ANGLE OF 121° 41', AND A CHORD WHICH BEARS NORTH 091° 53' EAST A CHORD DISTANCE OF 677.49 FEET;

THENCE NORTH 89°35'50" EAST, A DISTANCE OF 1,065.97 FEET;

THENCE SOUTH 40°12'36" EAST, A DISTANCE OF 809.48 FEET;

THENCE SOUTH 50°01'33" WEST, A DISTANCE OF 1,168.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1,436,573 SQUARE FEET OR 32.98 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO NAD83/92 STATE PLANE NORTH ZONE AND BASED UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION BY A 2-1/2" ALUMINUM CAP STAMPED 2014/ LS 25379, AND AT THE CENTER QUARTER OF SAID SECTION BY A 2-1/2" ALUMINUM CAP STAMPED 1998/ LS 23500, WHOSE LINE BEARS NORTH 89°41'04" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

PREPARED BY: AARON J. HANDL
PLS 38328

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

ISSUE DATE: 07/24/2018	PROJECT #: 10063	PARCEL-1 DESCRIPTION	HKS HARRIS KOKER SMITH
DATE	REVISION COMMENTS		CHASER, GCG DRAWN BY: JAH
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			849996
			849997



EXHIBIT A-1

SITUATED IN THE NORTH HALF OF SECTION 4
 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

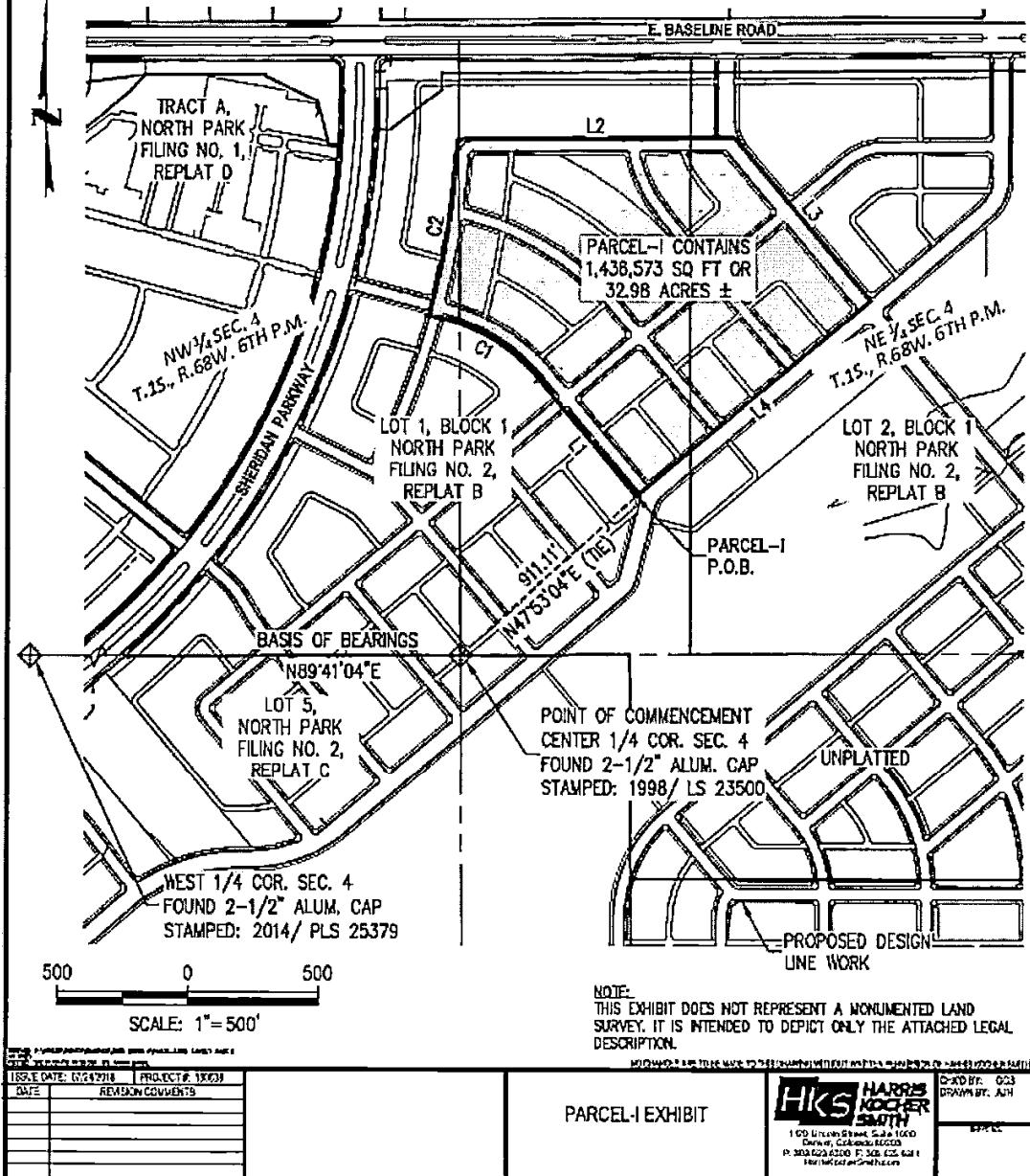




EXHIBIT A-1

SITUATED IN THE NORTH HALF OF SECTION 4
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF BROOMFIELD, STATE OF COLORADO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°12'36"W	583.65'
L2	N89°35'50"E	1065.97'
L3	S40°12'36"E	809.46'
L4	S50°01'33"W	1168.51'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	731.50'	39°17'23"	501.61'	N59°51'17"W	491.84'
C2	3180.50'	12°13'41"	678.78'	N09°15'53"E	677.49'

ISSUE DATE: 03/18/2019	PROJECT #: 13003	PARCEL I LINE & CURVE TABLE			DRAWN BY: OCS CHECKED BY: ADH APPROVED BY: JAS
DATE	REVISION CONCERNED	HKS			
		HARRIS KOCHEK SMITH			
		1120 Lincoln Street, Suite 1600 Denver, Colorado 80252 (303) 292-6200 F: (303) 292-6211 Harriskochek.com			



EXHIBIT B

Additional Property

NOTE: No portion of the Additional Property shall be deemed subject to this Declaration merely by its inclusion in this Exhibit B. Any portion of the Additional Property described in this Exhibit B may be subjected to the Declaration only with the Recorded consent of the then-Owner of such property and compliance with the other requirements for subjecting portions of the Additional Property to this Declaration as set forth in this Declaration.

The Additional Property consists of the following parcels numbered 1 through 15, less and except the Initial Property.

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 4 AND IN THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING LOT 1, BLOCK 1 OF NORTH PARK FILING 1, REPLAT A RECORDED JULY 11, 2011 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2011006944 TOGETHER WITH LOTS 1 AND 2, BLOCK 1 AND TRACT A OF NORTH PARK FILING NO. 1 REPLAT B RECORDED SEPTEMBER 12, 2013 IN SAID RECORDS AT RECEPTION NO. 2013013318 AND TOGETHER WITH LOT 1 AND TRACT A OF NORTH PARK FILING NO. 1 REPLAT D RECORDED FEBRUARY 3, 2017 IN SAID RECORDS AT RECEPTION NO. 2017001565, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST END BY A FOUND 2-1/2" ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 14823 AND ON THE EAST END BY A FOUND 2" ALUMINUM CAP IN RANGE BOX WITH ILLEGIBLE STAMPING AND IS ASSUMED TO BEAR NORTH 89°35'50" EAST A DISTANCE OF 2,606.91 FEET;

COMMENCING AT THE EAST END OF SAID NORTH LINE; THENCE SOUTH 76°39'04" WEST A DISTANCE OF 468.67 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY AS DEDICATED ON THE PLAT OF PREBLE CREEK FILING NO. 1, RECORDED APRIL 23, 2004 IN SAID RECORDS AT RECEPTION NO. 2004005783 AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 00°24'10" EAST A DISTANCE OF 78.67 FEET TO A 2,723.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS WESTERLY;
2. THENCE SOUTHERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 38°11'38" AN ARC DISTANCE OF 1,815.17 FEET TO THE NORTHERLY RIGHT-OF-WAY OF ALCOTT WAY AS DEDICATED ON THE PLAT OF NORTH PARK FILING NO. 1, REPLAT B, RECORDED SEPTEMBER 12, 2013 IN SAID RECORDS AT RECEPTION NO. 2013013318 AND A 30.00 FOOT RADIUS COMPOUND CURVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE WESTERLY, ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 91°17'13" AN ARC DISTANCE OF 47.80 FEET;



2. THENCE NORTH $50^{\circ}55'19''$ WEST A DISTANCE OF 590.87 FEET TO A 430.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

3. THENCE WESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $94^{\circ}19'42''$ AN ARC DISTANCE OF 708.75 FEET;

4. THENCE SOUTH $34^{\circ}44'59''$ WEST A DISTANCE OF 937.40 FEET TO A 530.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHEASTERLY $55^{\circ}15'01''$ EAST;

5. THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $07^{\circ}32'41''$ AN ARC DISTANCE OF 69.86 FEET TO A 30.00 FOOT RADIUS REVERSE CURVE;

6. THENCE WESTERLY, ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF $83^{\circ}22'44''$ AN ARC DISTANCE OF 43.66 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY AS DEDICATED ON THE PREVIOUSLY CITED PLAT OF PREBLE CREEK FILING NO. 1 AND A 961.50 FOOT RADIUS REVERSE CURVE;

THENCE WESTERLY, ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF $41^{\circ}37'18''$ AN ARC DISTANCE OF 698.47 FEET TO THE EASTERLY LINE OF TRACT D, ANTHEM FILING NO. 15 RECORDED DECEMBER 17, 2012 IN SAID RECORDS AT RECEPTION NO. 2012016417;

THENCE NORTH $36^{\circ}42'48''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 196.70 FEET TO THE SOUTH LINE OF TRACT C OF SAID ANTHEM FILING NO. 15;

THENCE ALONG THE SOUTH LINE OF SAID TRACT C THE FOLLOWING TWELVE (12) COURSES:

1. THENCE NORTH $45^{\circ}52'39''$ EAST A DISTANCE OF 47.36 FEET;

2. THENCE NORTH $44^{\circ}08'32''$ EAST A DISTANCE OF 109.24 FEET;

3. THENCE NORTH $44^{\circ}48'13''$ EAST A DISTANCE OF 101.93 FEET;

4. THENCE NORTH $46^{\circ}28'25''$ EAST A DISTANCE OF 104.24 FEET TO A 626.12 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH $45^{\circ}12'04''$ EAST;

5. THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $27^{\circ}54'24''$ AN ARC DISTANCE OF 304.96 FEET;

6. THENCE NORTH $70^{\circ}55'12''$ EAST A DISTANCE OF 87.76 FEET;

7. THENCE NORTH $68^{\circ}30'15''$ EAST A DISTANCE OF 88.21 FEET TO A 343.49 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH $22^{\circ}40'13''$ WEST;

8. THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $54^{\circ}33'08''$ AN ARC DISTANCE OF 327.04 FEET TO A 189.15 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH $86^{\circ}17'33''$ EAST;

9. THENCE NORtherly, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $35^{\circ}38'33''$ AN ARC DISTANCE OF 117.67 FEET;

10. THENCE NORTH $35^{\circ}56'56''$ EAST A DISTANCE OF 715.35 FEET TO A 1,131.28 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH $53^{\circ}35'52''$ EAST;

11. THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}34'24''$ AN ARC DISTANCE OF 327.23 FEET;



12. THENCE NORTH $54^{\circ}10'01''$ EAST A DISTANCE OF 360.87 FEET TO THE SOUTHERLY LINE OF LOT 2, BLOCK 1 OF ANTHEM FILING NO. 5, REPLAT A RECORDED MARCH 20, 2009 IN SAID RECORDS AT RECEPTION NO. 2009003316;

THENCE SOUTH $38^{\circ}13'40''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 83.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1. THENCE NORTH $51^{\circ}46'45''$ EAST A DISTANCE OF 359.20 FEET;
2. THENCE NORTH $48^{\circ}50'23''$ EAST A DISTANCE OF 133.31 FEET;
3. THENCE NORTH $42^{\circ}23'14''$ EAST A DISTANCE OF 85.94 FEET;
4. THENCE NORTH $00^{\circ}24'10''$ WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 7 ALSO KNOWN AS BASELINE ROAD;

THENCE NORTH $89^{\circ}35'50''$ EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 715.63 FEET TO THE PREVIOUSLY CITED WEST RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY AND A 30.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHERLY;

THENCE SOUTHEASTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION CREATED BY:

JEFFREY A. MILLER, PLS 38467
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.,
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303) 572-0200

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 4 AND IN THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING LOTS 1 THRU 98 AND TRACTS A THRU R OF NORTH PARK FILING NO. 1 REPLAT C RECORDED AUGUST 22, 2014 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2014007931 TOGETHER WITH LOT 2, BLOCK 2 OF NORTH PARK FILING NO. 1 REPLAT B RECORDED SEPTEMBER 12, 2013 IN SAID RECORDS AT RECEPTION NO. 2013013318 MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST END BY A FOUND 2-1/2" ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 14823 AND ON THE EAST END BY A FOUND 2" ALUMINUM CAP IN RANGE BOX WITH ILLEGIBLE STAMPING AND IS ASSUMED TO BEAR NORTH $89^{\circ}35'50''$ EAST A DISTANCE OF 2,606.91 FEET;

COMMENCING AT THE EAST END OF SAID NORTH LINE; THENCE SOUTH $45^{\circ}13'05''$ WEST A DISTANCE OF 2,206.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALCOTT WAY AS DEDICATED ON THE PLAT OF NORTH PARK FILING NO. 2 REPLAT B, RECORDED SEPTEMBER 12, 2013 IN SAID RECORDS AT RECEPTION NO. 2013013318 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:



1. THENCE SOUTH 50°55'19" EAST A DISTANCE OF 590.87 FEET TO A 30.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

2. THENCE SOUTHERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 91°17'15" AN ARC DISTANCE OF 47.80 FEET TO THE WESTERLY RIGHT-OF-WAY OF SHERIDAN PARKWAY AS DEDICATED ON THE PLAT OF PREBLE CREEK FILING NO. 1, RECORDED APRIL 23, 2004 IN SAID RECORDS AT RECEPTION NO. 2004005783 AND A 2,723.00 FOOT RADIUS COMPOUND CURVE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1 THENCE SOUTHWESTERLY, ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 08°09'50" AN ARC DISTANCE OF 388.00 FEET;

2. THENCE SOUTH 48°31'47" WEST, A DISTANCE OF 1,024.31 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY AS DEDICATED ON THE PREVIOUSLY CITED PLAT OF PREBLE CREEK FILING NO. 1 AND A 30.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS NORTHWESTERLY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. THENCE WESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 47.12 FEET;

2. THENCE NORTH 41°28'13" WEST A DISTANCE OF 291.46 FEET TO A 961.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

3. THENCE NORTHWESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 20°56'09" AN ARC DISTANCE OF 351.33 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE PREVIOUSLY CITED ALCOTT WAY AND A 30.00 FOOT RADIUS REVERSE CURVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. THENCE NORTHERLY, ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 90°28'13" AN ARC DISTANCE OF 47.37 FEET TO A 469.50 FOOT RADIUS COMPOUND CURVE;

2. THENCE NORtheasterLY, ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 06°41'08" AN ARC DISTANCE OF 54.78 FEET;

3. THENCE NORTH 34°44'59" EAST A DISTANCE OF 937.40 FEET TO A 369.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

4. THENCE EASTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 94°19'42" AN ARC DISTANCE OF 608.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LOTS 1 THROUGH 98, NORTH PARK FILING NO. 1 REPLAT C, RECORDED AUGUST 22, 2014 AT RECEPTION NO. 2014007931, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

THE ABOVE LEGAL DESCRIPTION CREATED BY:

JEFFREY A. MILLER, PLS 38467

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

1600 BLAKE STREET, SUITE 200

DENVER, CO 80202

PH. (303)572-0200



PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 4, THE SOUTH ONE-HALF OF SECTION 5 AND THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING LOT 1, BLOCK 1 AND LOT 1, BLOCK 2 OF NORTH PARK FILING NO. 4 RECORDED FEBRUARY 25, 2011 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2011002006 MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST END BY A FOUND 2" ALUMINUM CAP ON A 1" AXLE STAMPED "PLS 35597" AND ON THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "CARTER BURGESS" "PLS 24942" AND IS ASSUMED TO BEAR NORTH 89°32'08" EAST A DISTANCE OF 2,658.56 FEET;

COMMENCING AT THE EAST END OF SAID SOUTH LINE; THENCE NORTH 78°45'57" WEST A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE AS DEDICATED ON THE PLAT OF ANTHEM FILING NO. 18, RECORDED OCTOBER 14, 2009 IN SAID RECORDS AT RECEPTION NO. 2009013576 AND THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A 30.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 79°00'00" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°32'08" AN ARC DISTANCE OF 41.12 FEET;
2. THENCE SOUTH 89°32'08" WEST A DISTANCE OF 455.91 FEET TO A 2,568.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHERLY;
3. THENCE WESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°02'27" AN ARC DISTANCE OF 1,256.80 FEET TO THE EASTERLY LINE OF LOT 2, BLOCK 1, NORTH PARK FILING NO. 4 RECORDED FEBRUARY 25, 2011 IN SAID RECORDS AT RECEPTION NO. 2011002006;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWENTY (20) COURSES:

1. THENCE NORTH 01°49'58" EAST A DISTANCE OF 79.86 FEET;
2. THENCE NORTH 01°14'17" EAST A DISTANCE OF 93.76 FEET;
3. THENCE NORTH 03°20'10" WEST A DISTANCE OF 64.76 FEET TO A 564.82 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 76°47'56" WEST;
4. THENCE NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 40°09'23" AN ARC DISTANCE OF 395.86 FEET;
5. THENCE NORTH 51°07'11" WEST A DISTANCE OF 57.27 FEET;
6. THENCE NORTH 42°43'09" WEST A DISTANCE OF 52.87 FEET;
7. THENCE NORTH 39°13'49" WEST A DISTANCE OF 54.79 FEET;
8. THENCE NORTH 37°20'57" WEST A DISTANCE OF 107.71 FEET;
9. THENCE NORTH 34°08'27" WEST A DISTANCE OF 56.79 FEET;



10. THENCE NORTH 24°12'22" WEST A DISTANCE OF 55.08 FEET TO A 240.36 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 61°47'41" EAST;
11. THENCE NORtherly, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 54°10'13" AN ARC DISTANCE OF 227.25 FEET;
12. THENCE NORTH 17°22'45" EAST A DISTANCE OF 121.15 FEET;
13. THENCE NORTH 19°03'51" EAST A DISTANCE OF 101.08 FEET;
14. THENCE NORTH 17°35'24" EAST A DISTANCE OF 37.25 FEET;
15. THENCE NORTH 12°55'37" EAST A DISTANCE OF 66.46 FEET TO A 212.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 76°58'16" EAST;
16. THENCE NORtheasterly, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 41°17'18" AN ARC DISTANCE OF 152.77 FEET;
17. THENCE NORTH 53°46'21" EAST A DISTANCE OF 123.01 FEET;
18. THENCE NORTH 51°24'34" EAST A DISTANCE OF 200.55 FEET;
19. THENCE NORTH 50°18'36" EAST A DISTANCE OF 101.42 FEET;
20. THENCE NORTH 51°28'11" EAST A DISTANCE OF 379.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PREBLE CREEK PARKWAY AS DEDICATED ON THE PLAT OF PREBLE CREEK FILING NO. 1, RECORDED APRIL 23, 2004 IN SAID RECORDS AT RECEPTION NO. 2004005783;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE NORTH 86°12'56" EAST A DISTANCE OF 134.73 FEET TO A 711.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS NORtherly;
2. THENCE NORtheasterly, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 41°11'10" AN ARC DISTANCE OF 511.45 FEET;
3. THENCE NORTH 45°01'46" EAST A DISTANCE OF 300.82 FEET TO A 838.50 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
4. THENCE Easterly, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 93°30'00" AN ARC DISTANCE OF 1,368.34 FEET;
5. THENCE SOUTH 41°28'13" EAST A DISTANCE OF 291.53 FEET TO A 30.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
6. THENCE SOUTHERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°35'01" AN ARC DISTANCE OF 46.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY AS DEDICATED ON THE PREVIOUSLY CITED PREBLE CREEK FILING NO. 1 AND A 2,577.00 FOOT RADIUS REVERSE CURVE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTHWESTERLY, ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 37°06'48" AN ARC DISTANCE OF 1,669.25 FEET;



2. THENCE SOUTH 11°00'00" WEST A DISTANCE OF 386.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION CREATED BY:

JEFFREY A. MILLER, PLS 38467
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303)572-0200

PARCEL 4:

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 3, SECTION 4 AND THE SOUTHEAST ONE-QUARTER 5, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO; BEING LOTS 1 THRU 5, BLOCK 1, NORTH PARK FILING NO. 2, REPLAT B RECORDED DECEMBER 13, 2012 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2012016306 TOGETHER WITH LOTS 1 THRU 5, NORTH PARK FILING NO. 2 REPLAT C RECORDED JUNE 6, 2017 IN SAID RECORDS AT RECEPTION NO. 2017006888 AND TOGETHER WITH OUTLOT 10, PREBLE CREEK FILING NO. 1 RECORDED APRIL 23, 2004 IN SAID RECORDS AT RECEPTION NO. 2004005783 AND TOGETHER WITH A PORTION OF UNPLATTED LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE SOUTH END BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "PLS 23500" "1998" AND ON THE NORTH END BY A FOUND 2" ALUMINUM CAP IN RANGE BOX WITH ILLEGIBLE STAMPING AND IS ASSUMED TO BEAR NORTH 00°21'07" WEST A DISTANCE OF 2,353.26 FEET;

COMMENCING AT THE NORTH END OF SAID WEST LINE; THENCE SOUTH 00°21'07" EAST, ALONG SAID WEST LINE, A DISTANCE OF 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 7 ALSO KNOWN AS BASELINE ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1. THENCE CONTINUE SOUTH 00°21'07" EAST A DISTANCE OF 5.00 FEET;
2. THENCE NORTH 89°36'52" EAST A DISTANCE OF 679.56 FEET;
3. THENCE NORTH 01°54'58" WEST A DISTANCE OF 5.00 FEET;
4. THENCE NORTH 89°36'52" EAST A DISTANCE OF 1,409.54 FEET;
5. THENCE NORTH 89°36'49" EAST A DISTANCE OF 432.04 FEET;
6. THENCE SOUTH 45°23'04" EAST A DISTANCE OF 70.78 FEET;
7. THENCE NORTH 89°56'11" EAST A DISTANCE OF 3.00 FEET;
8. THENCE NORTH 89°50'15" EAST A DISTANCE OF 63.00 FEET;
9. THENCE NORTH 44°24'33" EAST A DISTANCE OF 70.91 FEET;
10. THENCE NORTH 89°36'38" EAST A DISTANCE OF 1,956.48 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HURON STREET AS DEDICATED ON THE PLAT OF NORTH PARK FILING NO. 2 REPLAT A, RECORDED SEPTEMBER 27, 2012 IN SAID RECORDS AT RECEPTION NO. 2012012364;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:



1. THENCE SOUTH $00^{\circ}02'49''$ EAST A DISTANCE OF 522.25 FEET TO A 598.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS WESTERLY;
2. THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $49^{\circ}50'14''$ AN ARC DISTANCE OF 520.15 FEET;
3. THENCE SOUTH $49^{\circ}47'24''$ WEST A DISTANCE OF 2,116.94 FEET TO A 752.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
4. THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $29^{\circ}50'45''$ AN ARC DISTANCE OF 391.72 FEET;
5. THENCE SOUTH $00^{\circ}25'16''$ EAST, ALONG A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, A DISTANCE OF 2,213.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE SOUTH $89^{\circ}48'02''$ WEST, ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 4, A DISTANCE OF 1,926.72 FEET;
2. THENCE NORTH $00^{\circ}23'27''$ WEST A DISTANCE OF 37.00 FEET;
3. THENCE SOUTH $89^{\circ}48'02''$ WEST, ALONG A LINE 67.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, A DISTANCE OF 652.02 FEET;
4. THENCE SOUTH $89^{\circ}47'54''$ WEST, ALONG A LINE 67.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, A DISTANCE OF 2,608.93 FEET;
5. THENCE SOUTH $89^{\circ}32'08''$ WEST, ALONG A LINE 67.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 5, A DISTANCE OF 438.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY AS DEDICATED ON THE PLAT OF PREBLE CREEK FILING NO. 1, RECORDED APRIL 23, 2004 IN SAID RECORDS AT RECEPTION NO. 2004005783;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE NORTH $11^{\circ}00'00''$ EAST A DISTANCE OF 410.86 FEET TO A 2,423.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS EASTERLY;
2. THENCE NORTHEASTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $37^{\circ}31'47''$ AN ARC DISTANCE OF 1,587.10 FEET;
3. THENCE NORTH $48^{\circ}31'47''$ EAST A DISTANCE OF 1,188.36 FEET TO A 2,877.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS NORTHWESTERLY;
4. THENCE NORTHEASTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $48^{\circ}55'57''$ AN ARC DISTANCE OF 2,457.05 FEET;
5. THENCE NORTH $00^{\circ}24'10''$ WEST A DISTANCE OF 67.17 FEET TO A TANGENT 41.50 FOOT RADIUS CURVE WHOSE CENTER BEARS EASTERLY;
6. THENCE NORTHEASTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 65.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 7;



THENCE NORTH 89°35'50" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 261.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION CREATED BY:
JEFFREY A. MILLER, PLS 38476
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303)572-0200

PARCEL 5:

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO; BEING LOTS 1 THRU 3, BLOCK 2 AND TRACT A OF NORTH PARK FILING NO. 2 REPLAT A RECORDED SEPTEMBER 27, 2012 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2012012364 TOGETHER WITH LOTS 1 AND 2, BLOCK 1 OF NORTH PARK FILING NO. 3 RECORDED FEBRUARY 25, 2011 IN SAID RECORDS AT RECEPTION NO. 2011002005 AND TOGETHER WITH TRACTS A THRU C OF NORTH PARK FILING NO. 5 RECORDED MARCH 28, 2013 IN SAID RECORDS AT RECEPTION NO. 2013004441 AND TOGETHER WITH A PORTION OF UNPLATTED LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "PLS 24960" "1999" AND ON THE NORTH END BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "CARTER BURGESS" "PLS 24942" AND IS ASSUMED TO BEAR NORTH 00°03'52" EAST A DISTANCE OF 2,393.33 FEET;

COMMENCING AT THE NORTH END OF SAID EAST LINE; THENCE SOUTH 80°49'54" WEST A DISTANCE OF 491.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 7 ALSO KNOWN AS BASELINE ROAD, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, BLOCK 2, OF THE PREVIOUSLY CITED NORTH PARK FILING NO. 2 REPLAT A AND THE POINT OF BEGINNING;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID NORTH PARK FILING NO. 2 REPLAT A THE FOLLOWING EIGHT (8) COURSES:

1. THENCE NORTH 89°36'38" EAST A DISTANCE OF 1,033.92 FEET;
2. THENCE SOUTH 56°33'15" EAST A DISTANCE OF 44.90 FEET;
3. THENCE NORTH 89°36'38" EAST A DISTANCE OF 563.47 FEET;
4. THENCE SOUTH 32°20'16" EAST A DISTANCE OF 682.68 FEET;
5. THENCE SOUTH 14°21'55" WEST A DISTANCE OF 192.09 FEET;
6. THENCE SOUTH 22°30'02" WEST A DISTANCE OF 618.73 FEET;
7. THENCE NORTH 89°39'34" WEST A DISTANCE OF 1,039.34 FEET;
8. THENCE SOUTH 00°11'30" EAST A DISTANCE OF 973.98 FEET TO THE NORTH LINE OF THE PREVIOUSLY CITED NORTH PARK FILING NO. 5;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID NORTH PARK FILING NO. 5 THE FOLLOWING FOUR (4) COURSES:



1. THENCE SOUTH $89^{\circ}39'32''$ EAST A DISTANCE OF 684.12 FEET;
2. THENCE SOUTH $22^{\circ}41'57''$ WEST A DISTANCE OF 1,608.77 FEET TO A 5,830.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH $67^{\circ}18'04''$ EAST;
3. THENCE SOUTHERLY, ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}11'37''$ AN ARC DISTANCE OF 630.23 FEET;
4. THENCE SOUTH $88^{\circ}53'44''$ WEST A DISTANCE OF 44.15 FEET TO THE SOUTH LINE OF LOT 1, BLOCK 1, OF THE PREVIOUSLY CITED NORTH PARK FILING NO. 3;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE CONTINUE SOUTH $88^{\circ}53'44''$ WEST A DISTANCE OF 36.43 FEET;
2. THENCE SOUTH $17^{\circ}57'18''$ WEST A DISTANCE OF 409.99 FEET;
3. THENCE SOUTH $84^{\circ}18'00''$ WEST A DISTANCE OF 487.32 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID NORTH PARK FILING NO. 3;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1. THENCE NORTH $89^{\circ}53'11''$ WEST A DISTANCE OF 567.57 FEET;
2. THENCE SOUTH $00^{\circ}06'34''$ WEST A DISTANCE OF 44.00 FEET;
3. THENCE NORTH $89^{\circ}53'11''$ WEST A DISTANCE OF 109.05 FEET;
4. THENCE NORTH $00^{\circ}24'30''$ WEST A DISTANCE OF 1,272.42 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 24, 1984 IN BOOK 2930 AT PAGE 572 IN SAID RECORDS;

THENCE NORTH $89^{\circ}44'34''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,290.55 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HURON STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. THENCE NORTH $00^{\circ}25'16''$ WEST A DISTANCE OF 663.98 FEET;
2. THENCE SOUTH $89^{\circ}44'15''$ EAST A DISTANCE OF 47.00 FEET;
3. THENCE NORTH $00^{\circ}25'23''$ WEST A DISTANCE OF 12.70 FEET TO A 598.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS EASTERLY;
4. THENCE NORtheasterly, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $50^{\circ}12'47''$, AN ARC DISTANCE OF 524.08 FEET;
5. THENCE NORTH $49^{\circ}47'24''$ EAST A DISTANCE OF 2,116.94 FEET TO A 752.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHWESTERLY;
6. THENCE NORtheasterly, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $49^{\circ}50'14''$ AN ARC DISTANCE OF 654.11 FEET;
7. THENCE NORTH $00^{\circ}02'49''$ WEST A DISTANCE OF 523.17 FEET TO THE POINT OF BEGINNING.



THE ABOVE LEGAL DESCRIPTION CREATED BY:
JEFFREY A. MILLER, PLS 38467
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.,
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303)572-0200

PARCEL 6:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 3, NORTH PARK FILING NO. 3 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED FEBRUARY 25, 2011 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2011002005.

PARCEL 7:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 2, NORTH PARK FILING NO. 3 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED FEBRUARY 25, 2011 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2011002005.

PARCEL 8:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 2, BLOCK 1, MCWHINNEY BROOMFIELD FILING NO. 4 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003312.

PARCEL 9:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NO. 4 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003312.

PARCEL 10:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;



LOT 2, BLOCK 1, UNITED POWER PARKWAY SUBSTATION FILING NO. 1 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED FEBRUARY 20, 2007 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2007002123.

PARCEL 11:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

OUTLOT 1, UNITED POWER PARKWAY SUBSTATION FILING NO. 1 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED FEBRUARY 20, 2007 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2007002123.

PARCEL 12:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NO. 1 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003313.

PARCEL 13:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NO. 2 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003315.

PARCEL 14:

A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 1, PREBLE CREEK FILING NO. 1 REPLAT B ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003314.

PARCEL 15:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NO. 3 ACCORDING TO THE FINAL PLAT THEREOF, RECORDED MARCH 20, 2009 IN THE RECORDS OF THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2009003314.

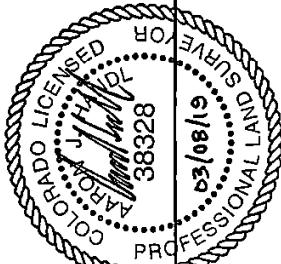
2019002577 COV 03/18/2019 02:03 PM
Page: 134 of 168 Rec Fee \$848.00 Doc Fee \$0.00
City & County of Broomfield



EXHIBIT C

Planned Community Plat

(see attached)



BASELINE RESIDENTIAL

**SITUATED IN THE WEST 1/2 AND NORTHEAST 1/4 OF SECTION 4, AND THE SOUTHEAST 1/4 OF SECTION 5,
PLANNED COMMUNITY PLAT
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF BROOMFIELD, STATE OF COLORADO.**

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EQUITY INSTITUTIONS

WILDLIFE. - A great variety of birds are found in the park, including the bald eagle, golden eagle, peregrine falcon, osprey, pectoral sandpiper, and many species of ducks, geese, and shore birds. Mammals include the black bear, moose, elk, mule deer, and mountain lion. The park is also home to a variety of fish, including salmon, trout, and steelhead. The park is a popular destination for outdoor enthusiasts, including hikers, campers, and anglers.

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 Page: 142 of 168 Rec Fee \$848.00 Doc Fee \$0.00
 City & County of Broomfield



BASELINE RESIDENTIAL

PLANNED COMMUNITY PLAT
 SITUATED IN THE WEST 1/2 AND NORTHEAST 1/4 OF SECTION 4, AND THE SOUTHEAST 1/4 OF SECTION 5,
 TOWNSHIP 1 SOUTH, RANGE 68 WEST, OF THE 6TH P.M.
 COUNTY OF BROOMFIELD, STATE OF COLORADO.

PLANNED COMMUNITY PLAT INDEX.

1. PLAT NUMBER: 38328
 2. PLAT DATE: 03/08/19
 3. PLATTER: HARRIS KOCHE SMITH
 4. PLATTER ADDRESS: 1100 14th Street, Suite 2000, Denver, CO 80202
 5. PLATTER PHONE: (303) 295-1900
 6. PLATTER FAX: (303) 295-1901
 7. PLATTER E-MAIL: hks@baselineinc.com

PLAT INDEX

LOT	NAME	SIZE	TYPE
1	LOT 4	1.13	RESIDENTIAL
2	LOT 5	1.13	RESIDENTIAL
3	LOT 6	1.13	RESIDENTIAL
4	LOT 7	1.13	RESIDENTIAL
5	LOT 8	1.13	RESIDENTIAL
6	LOT 9	1.13	RESIDENTIAL
7	LOT 10	1.13	RESIDENTIAL
8	LOT 11	1.13	RESIDENTIAL
9	LOT 12	1.13	RESIDENTIAL
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203	LOT 206	1.13	RESIDENTIAL
204	LOT 207	1.13	RESIDENTIAL
205	LOT 208	1.13	RESIDENTIAL
206	LOT 209	1.13	RESIDENTIAL
207	LOT 210	1.13	RESIDENTIAL
208	LOT 211	1.13	RESIDENTIAL
209	LOT 212	1.13	RESIDENTIAL
210	LOT 213	1.13	RESIDENTIAL
211	LOT 214	1.13	RESIDENTIAL
212	LOT 215	1.13	RESIDENTIAL
213	LOT 216	1.13	RESIDENTIAL
214	LOT 217	1.13	RESIDENTIAL
215	LOT 218	1.13	RESIDENTIAL
216	LOT 219	1.13	RESIDENTIAL
217	LOT 220	1.13	RESIDENTIAL
218	LOT 221	1.13	RESIDENTIAL
219	LOT 222	1.13	RESIDENTIAL
220	LOT 223	1.13	RESIDENTIAL
221	LOT 224	1.13	RESIDENTIAL
222	LOT 225	1.13	RESIDENTIAL
223	LOT 226	1.13	RESIDENTIAL
224	LOT 227	1.13	RESIDENTIAL
225	LOT 228	1.13	RESIDENTIAL
226	LOT 229	1.13	RESIDENTIAL
227	LOT 230	1.13	RESIDENTIAL
228	LOT 231	1.13	RESIDENTIAL
229	LOT 232	1.13	RESIDENTIAL
230	LOT 233	1.13	RESIDENTIAL
231	LOT 234	1.13	RESIDENTIAL
232	LOT 235	1.13	RESIDENTIAL
233	LOT 236	1.13	RESIDENTIAL
234	LOT 237	1.13	RESIDENTIAL
235	LOT 238	1.13	RESIDENTIAL
236	LOT 239	1.13	RESIDENTIAL
237	LOT 240	1.13	RESIDENTIAL
238	LOT 241	1.13	RESIDENTIAL
239	LOT 242	1.13	RESIDENTIAL
240	LOT 243	1.13	RESIDENTIAL
241	LOT 244	1.13	RESIDENTIAL
242	LOT 245	1.13	RESIDENTIAL
243	LOT 246	1.13	RESIDENTIAL
244	LOT 247	1.13	RESIDENTIAL
245	LOT 248	1.13	RESIDENTIAL
246	LOT 249	1.13	RESIDENTIAL
247	LOT 250	1.13	RESIDENTIAL
248	LOT 251	1.13	RESIDENTIAL
249	LOT 252	1.13	RESIDENTIAL
250	LOT 253	1.13	RESIDENTIAL
251	LOT 254	1.13	RESIDENTIAL
252	LOT 255	1.13	RESIDENTIAL
253	LOT 256	1.13	RESIDENTIAL
254	LOT 257	1.13	RESIDENTIAL
255	LOT 258	1.13	RESIDENTIAL
256	LOT 259	1.13	RESIDENTIAL
257	LOT 260	1.13	RESIDENTIAL
258	LOT 261	1.13	RESIDENTIAL
259	LOT 262	1.13	RESIDENTIAL
260	LOT 263	1.13	RESIDENTIAL
261	LOT 264	1.13	RESIDENTIAL
262	LOT 265	1.13	RESIDENTIAL
263	LOT 266	1.13	RESIDENTIAL
264	LOT 267	1.13	RESIDENTIAL
265	LOT 268	1.13	RESIDENTIAL
266	LOT 269	1.13	RESIDENTIAL
267	LOT 270	1.13	RESIDENTIAL
268	LOT 271	1.13	RESIDENTIAL
269	LOT 272	1.13	RESIDENTIAL
270	LOT 273	1.13	RESIDENTIAL
271	LOT 274	1.13	RESIDENTIAL
272	LOT 275	1.13	RESIDENTIAL
273	LOT 276	1.13	RESIDENTIAL
274	LOT 277	1.13	RESIDENTIAL
275	LOT 278		



EXHIBIT D

Services Marks and Trademarks

Trademark	Registration and/or Application No.
	RN: 3498861 SN: 77392396
BASELINE	SN: 87770510
	RN: 5555729 SN: 87794595
	RN: 3457888 SN: 77342505
CENTERRA	RN: 3088197 SN: 76978025
MCWHINNEY	RN: 3519548 SN: 77391991
	RN: 3712920 SN: 77510312
MOTORPLEX AT CENTERRA	RN: 3218060 SN: 78897297
THE LAKES AT CENTERRA	RN: 4564446 SN: 85174381
VAN DE WATER	RN: 3850044 SN: 77938241



EXHIBIT E

List of Easements and Licenses

THE RIGHT OF UNION PACIFIC RAILROAD COMPANY TO MAINTAIN AND OPERATE ITS RAILROAD AS RESERVED IN DEED RECORDED AUGUST 19, 1901 IN BOOK A64 AT PAGE 636.

EASEMENT GRANTED TO MARY BETTLE, FOR DITCH OR LATERAL, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 17, 1906, IN BOOK 15 AT PAGE 487.

RIGHTS OF THE FARMERS RESERVOIR AND IRRIGATION COMPANY AS SET FORTH IN DEEDS RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE 457 AND MARCH 21, 1918 IN BOOK 89 AT PAGE 292.

THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN CANALS, DITCHES, LATERALS AND WATERWAYS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME, AS RESERVED IN DEED RECORDED APRIL 3, 1926 IN BOOK 145 AT PAGE 466.

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO OR FROM I-25 AS CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO BY INSTRUMENT RECORDED JANUARY 11, 1956 IN BOOK 589 AT PAGE 45.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR ELECTRIC LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 27, 1963, IN BOOK 1100 AT PAGE 207.

EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., FOR ELECTRIC SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 29, 1972, IN BOOK 1788 AT PAGE 101.

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM I-25 AS CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED MARCH 26, 1973 IN BOOK 1852 AT PAGE 939.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 18, 1986 IN BOOK 3134 AT PAGE 196.

EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 18, 1986, IN BOOK 3232 AT PAGE 426.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED AND AGREEMENT RECORDED DECEMBER 05, 1986 IN BOOK 3240 AT PAGE 664.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIPELINE EASEMENT LEASE AGREEMENT RECORDED MARCH 25, 1988 IN BOOK 3428 AT PAGE 957.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF SURFACE AGREEMENT RECORDED JULY 13, 1988 IN BOOK 3467 AT PAGES 453 AND 455.



TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY AGREEMENT RECORDED FEBRUARY 11, 1992 IN BOOK 3865 AT PAGE 686 AND RE-RECORDED JUNE 1, 1992 IN BOOK 3909 AT PAGE 842.

OIL AND GAS LEASE BETWEEN DON L. WEBBER AND MARGARET A. WEBBER AND VESSELS OIL & GAS COMPANY, RECORDED JANUARY 20, 1993 IN BOOK 4015 AT PAGE 826 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PRODUCTION AFFIDAVIT RECORDED APRIL 15, 1994 IN BOOK 4298 AT PAGE 482.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

OIL AND GAS LEASE BETWEEN 160TH AVENUE, LTD. AND VESSELS OIL & GAS COMPANY, RECORDED FEBRUARY 04, 1993 IN BOOK 4022 AT PAGE 572 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PRODUCTION AFFIDAVIT RECORDED APRIL 15, 1994 IN BOOK 4298 AT PAGE 482.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF FIRST REFUSAL AGREEMENT CONTAINED IN DEED RECORDED AUGUST 22, 2001 UNDER RECEPTION NO. C0846096.

ALL COAL, OIL, GAS, GRAVEL AND OTHER MINERALS, INCLUDING INCOME AND ROYALTY FROM THE PRE-EXISTING PETROLEUM WELL AS RESERVED IN DEED RECORDED AUGUST 22, 2001 UNDER RECEPTION NO. C0846096 UPON THE TERMS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH METRO FIRE RESCUE DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 30, 2001, UNDER RECEPTION NO. 2895963 (WELD COUNTY RECORDS).

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM THE NORTHWEST PARKWAY AS CONVEYED TO THE NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY BY INSTRUMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001091.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MULTI-USE EASEMENT AGREEMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001090.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 16, 1895, IN BOOK A24 AT PAGE 380.

RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 01, 1906 IN BOOK A25 AT PAGE 306.

ALL COAL, OIL, GAS OR OTHER MINERALS THAT MAY BE FOUND BENEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO MINE AND REMOVE THE SAME, AS RESERVED IN DEED RECORDED MARCH 28, 1918 IN BOOK 95 AT PAGE 25.



SAID MINERAL RIGHTS WERE TRANSFERRED TO CHANDLER DJ BASIN, LLC BY MINERAL DEED RECORDED FEBRUARY 19, 2002 UNDER RECEPTION NO. 2002002182.

SAID MINERAL RIGHTS WERE TRANSFERRED TO CCOB 1, LLC, A COLORADO LIMITED LIABILITY COMPANY BY ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 2008000032 AND CORRECTION THERETO RECORDED SEPTEMBER 19, 2011 UNDER RECEPTION NO. 2011009523.

SAID MINERAL RIGHTS WERE TRANSFERRED TO CCOB OIL INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY BY MINERAL QUITCLAIM DEED RECORDED MARCH 13, 2009 UNDER RECEPTION NO. 2009002961.

EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR TELEPHONE AND TELEGRAPH FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 03, 1930, IN BOOK 188 AT PAGE 600.

ALL MINERALS, GAS AND OIL AND COAL WHICH MAY LIE UNDERNEATH THE SURFACE OF SAID LAND AS EXCEPTED IN DEED RECORDED JANUARY 6, 1947 IN BOOK 329 AT PAGE 531, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

EASEMENT GRANTED TO CLARENCE HULSTROM AND ALAM HULSTROM, FOR CONSTRUCTING AND MAINTAINING AN IRRIGATION DITCH, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 19, 1964, IN BOOK 1151 AT PAGE 37.

EASEMENT GRANTED TO VESSELS OIL & GAS COMPANY, FOR PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 11, 1988, IN BOOK 3406 AT PAGE 184.

OIL AND GAS LEASE BETWEEN RUTH LIE AND RUDOLPH LIE, LESSORS, AND BASIN EXPLORATION, INC., LESSEE, RECORDED SEPTEMBER 12, 1991 IN BOOK 3815 AT PAGE 634, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

EASEMENT GRANTED TO PLATTE GAS LINE COMPANY, FOR PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 06, 1992, IN BOOK 3900 AT PAGE 247.

OIL AND GAS LEASE BETWEEN CATHERINE M. CHASE A/K/A CATHERINE MARONEY CHASE FORMERLY CATHERINE E. MARONEY AND VESSELS OIL & GAS COMPANY, RECORDED AUGUST 25, 1992 IN BOOK 3944 AT PAGE 899, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PRODUCTION AFFIDAVIT RECORDED JULY 15, 1994 IN BOOK 4356 AT PAGE 611.

OIL AND GAS LEASE BETWEEN HARRIET BURGER, FORMERLY HARRIET E. MARONEY AND VESSELS OIL & GAS COMPANY, RECORDED AUGUST 25, 1993 IN BOOK 3944 AT PAGE 901 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PRODUCTION AFFIDAVIT RECORDED JULY 15, 1994 IN BOOK 4356 AT PAGE 611.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF RIGHT TO USE SURFACE OF LANDS RECORDED DECEMBER 26, 1996 IN BOOK 4907 AT PAGE 29.

CORRECTION OF DESCRIPTION RECORDED MARCH 10, 1997 IN BOOK 4955 AT PAGE 73.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MAY 20, 1997 IN BOOK 5011 AT PAGE 520.



TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED DECEMBER 05, 2000 IN BOOK 6346 AT PAGE 865.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR ELECTRIC LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 02, 1942, IN BOOK 277 AT PAGE 136.

EASEMENT GRANTED TO DEPARTMENT OF HIGHWAYS OF THE STATE OF COLORADO, FOR IRRIGATION DITCH, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 11, 1956, IN BOOK 623 AT PAGE 130.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY AGREEMENT WITH PLATTE GAS LINE COMPANY RECORDED DECEMBER 17, 1991 IN BOOK 3846 AT PAGE 854.

ALL MINERALS, OIL, HYDROCARBON, GRAVEL, AND ALL OTHER SUBSURFACE ESTATE, AND ANY EASEMENTS REQUIRED FOR THE DEVELOPMENT OF THE MINERAL, OIL, HYDROCARBON, GRAVEL OR OTHER SUBSURFACE ESTATES, AS RESERVED IN DEED RECORDED AUGUST 31, 1994 IN BOOK 4382 AT PAGE 878, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT-OF-WAY OF PUBLIC HIGHWAY E-470 AS CONVEYED TO THE E-470 PUBLIC HIGHWAY AUTHORITY BY INSTRUMENT RECORDED MAY 23, 2001 UNDER RECEPTION NO. C0804735.

ANY RIGHTS, INCLUDING RIGHTS OF THE PUBLIC, IN OR TO THOSE PORTIONS OF SAID LAND LYING WITHIN TEJON STREET AND PECOS STREET AS SET FORTH ON THE PLAT OF WILCOX SUBDIVISION OF SEC. 9, TP. 1S., RG. 68W. RECORDED NOVEMBER 17, 1909 UNDER RECEPTION NO. 14373.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 24, 1892, IN BOOK A25 AT PAGE 414.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 01, 1906, IN BOOK 25 AT PAGE 458.

RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:

- (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
- (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
- (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JUNE 06, 1902, IN BOOK A69 AT PAGE 350, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: DEEDS REGARDING SAID MINERAL RESERVATIONS RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE 281; JANUARY 13, 1978 IN BOOK 2205 AT PAGE 770; AUGUST 28, 1989 IN BOOK 3595 AT PAGE 880; MAY 14, 1990 IN BOOK 3673 AT PAGE 780; MAY 17, 1993 IN BOOK 4073 AT PAGE 583; NOVEMBER 23, 1998 IN BOOK 5547 AT PAGE 272 AND APRIL 5, 2002 UNDER RECEPTION NO. 2002004726.



TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE DATED DECEMBER 13, 1977 EXECUTED BY AND BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY RECORDED JANUARY 13, 1978 IN BOOK 2205 AT PAGE 774.

AFFIDAVIT OF LEASE EXTENSION RECORDED OCTOBER 18, 1982 IN BOOK 2686 AT PAGE 949.

RATIFICATION OF LEASE RECORDED DECEMBER 10, 1990 IN BOOK 3735 AT PAGE 137.

MEMORANDUM OF FARMOUT CONTRACT RECORDED NOVEMBER 2, 1992 IN BOOK 3985 AT PAGE 676. PARTIAL TERMINATION OF FARMOUT CONTRACT RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. 2016010444.

RESERVATIONS CONTAINED IN DEEDS RECORDED AS FOLLOWS:

JUNE 25, 1914 IN BOOK 69 AT PAGE 445; JUNE 25, 1914 IN BOOK 69 AT PAGE 447; JUNE 25, 1914 IN BOOK 69 AT PAGE 449; JUNE 25, 1914 IN BOOK 69 AT PAGE 451; JUNE 25, 1914 IN BOOK 69 AT PAGE 458; JUNE 25, 1914 IN BOOK 69 AT PAGE 463; JUNE 25, 1914 IN BOOK 69 AT PAGE 464; JUNE 25, 1914 IN BOOK 69 AT PAGE 465; JUNE 25, 1914 IN BOOK 69 AT PAGE 466; JUNE 25, 1914 IN BOOK 69 AT PAGE 472; JUNE 25, 1914 IN BOOK 69 AT PAGE 473; JUNE 25, 1914 IN BOOK 69 AT PAGE 480; AND JUNE 25, 1914 IN BOOK 69 AT PAGE 486.

RESERVATIONS CONTAINED IN DEED RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE 457.

RESERVATIONS CONTAINED IN DEED RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE 473.

RESERVATIONS CONTAINED IN DEED RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE 476.

EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 26, 1971, IN BOOK 1679 AT PAGE 202.

EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 26, 1971, IN BOOK 1679 AT PAGE 203. QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED JUNE 23, 2014 UNDER RECEPTION NO. 2014005490.

OIL AND GAS LEASE BETWEEN GUSTAVE I. NORDSTROM, AKA GUS NORDSTROM AND OSA M. NORDSTROM AND PETROGULF ENERGY COMPANY, RECORDED JULY 15, 1981 IN BOOK 2570 AT PAGE 409 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

RATIFICATION AND AMENDMENT OF LEASE RECORDED JANUARY 21, 1985 IN BOOK 2959 AT PAGE 368.

AFFIDAVITS OF LEASE EXTENSION OR PRODUCTION RECORDED APRIL 9, 1985 IN BOOK 2987 AT PAGE 130; NOVEMBER 30, 1994 IN BOOK 4431 AT PAGE 81; NOVEMBER 30, 1994 IN BOOK 4431 AT PAGE 83; DECEMBER 19, 1994 IN BOOK 4440 AT PAGE 635; JULY 28, 1995 IN BOOK 4556 AT PAGE 75; AND SEPTEMBER 8, 1995 IN BOOK 4583 AT PAGE 963.

OIL AND GAS LEASE BETWEEN PAUL L. NORDSTROM AND DOROTHY B. NORDSTROM AND PETROGULF ENERGY COMPANY, RECORDED JULY 15, 1981 IN BOOK 2570 AT PAGE 413 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED APRIL 9, 1985 IN BOOK 2987 AT PAGE 128.



OIL AND GAS LEASE BETWEEN JOHN F. BEYER AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED OCTOBER 06, 1986 IN BOOK 3212 AT PAGE 453 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED APRIL 17, 1987 IN BOOK 3303 AT PAGE 817.

NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY MARTIN EXPLORATION MANAGEMENT COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED NOVEMBER 24, 1986 IN BOOK 3235 AT PAGE 468.

PARTIAL TERMINATION RECORDED AUGUST 15, 2016 UNDER RECEPTION NO. 2016010441.

EASEMENT GRANTED TO MARTIN EXPLORATION MANAGEMENT COMPANY, FOR NATURAL GAS PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 10, 1987, IN BOOK 3341 AT PAGE 842.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971638.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AND PIPELINE AND RIGHT-OF-WAY RELOCATION AGREEMENT RECORDED NOVEMBER 14, 2002 UNDER RECEPTION NO. 2002017364.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN IRRIGATION AND DRAINAGE EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2004 UNDER RECEPTION NO. 2004002794.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING DITCH RECORDED FEBRUARY 25, 2004 UNDER RECEPTION NO. 2004002795. AND ANY AND ALL RIGHTS OF ANY DITCH COMPANY RELATING TO THE EQUITY DITCH, THE FRISCO DITCH AND THE COMMUNITY DITCH, WHICH TRAVERSES SUBJECT PROPERTY OF IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE RIGHTS TO LANDS ADJOINING THE DITCH.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 11, 2004 UNDER RECEPTION NO. 2004006882.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED APRIL 05, 2005 UNDER RECEPTION NO. 2005004308.

RIGHT OF WAY PLANS OF NORTHWEST PARKWAY RECORDED FEBRUARY 15, 2006 UNDER RECEPTION NO. 2006001788.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED FEBRUARY 16, 2006 UNDER RECEPTION NO. 2006001863.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WAIVER, RELEASE AND COVENANT RECORDED FEBRUARY 16, 2006 UNDER RECEPTION NO. 2006001864.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 2006002950.



TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 2006002951.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 09, 2006 UNDER RECEPTION NO. 2006005748.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND PULTE HOME CORPORATION, A MICHIGAN CORPORATION REGARDING LANDSCAPE MAINTENANCE OF CERTAIN STREET RIGHT OF WAY AND TRACTS WITHIN THE ANTHEM COLORADO AT BROOMFIELD PUD RECORDED JUNE 02, 2006 UNDER RECEPTION NO. 2006006949.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 13, 1895, IN BOOK A24 AT PAGE 449.

AN EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO FOR UTILITY LINES AND INCIDENTAL PURPOSES BY INSTRUMENT RECORDED MARCH 2, 1942 IN BOOK 277 AT PAGE 126.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MULTI-USE EASEMENT AGREEMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001081.

EACH AND EVERY RIGHT OF ACCESS TO AND FROM ANY PART OF THE NORTHWEST PARKWAY AS CONVEYED BY INSTRUMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001085.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. 2003021203.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PREBLE CREEK FILING NO. 1 RECORDED APRIL 23, 2004 UNDER RECEPTION NO. 2004005783.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT FOR PREBLE CREEK FILING NO. 1 RECORDED APRIL 23, 2004 UNDER RECEPTION NO. 2004005784.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PREBLE CREEK FILING NO. 1 SITE DEVELOPMENT PLAN-PHASE ONE IMPROVEMENTS RECORDED MAY 06, 2004 UNDER RECEPTION NO. 2004006712.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 27, 2005 UNDER RECEPTION NO. 2005017500.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 27, 2005 UNDER RECEPTION NO. 2005017502.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT OR REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 22, 1893 IN BOOK A24 AT PAGE 267.



AN EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN DEED RECORDED DECEMBER 3, 1962 IN BOOK 1032 AT PAGE 198.

MINERAL RIGHTS RESERVED BY EARL WAYNE DAVIS, ET AL., IN QUIT CLAIM DEED RECORDED SEPTEMBER 4, 1990 IN BOOK 3707 AT PAGE 611, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

QUIT CLAIM DEED RECORDED FEBRUARY 25, 1996 IN BOOK 4688 AT PAGE 59.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED JULY 02, 2003 UNDER RECEPTION NO. 2003012621, BROOMFIELD COUNTY RECORDS, AND RECORDED JULY 9, 2003 UNDER RECEPTION NO. C1171789, ADAMS COUNTY RECORDS.

UTILITY EASEMENT AS GRANTED TO UNITED POWER, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED MARCH 31, 2003 UNDER RECEPTION NO. 2003005850.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF UNITED POWER PARKWAY SUBSTATION AT ANTHEM RECORDED FEBRUARY 20, 2007 UNDER RECEPTION NO. 2007002123.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UNITED POWER PARKWAY SUBSTATION AT ANTHEM SITE DEVELOPMENT PLAN RECORDED FEBRUARY 20, 2007 UNDER RECEPTION NO. 2007002124.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED FEBRUARY 20, 2007 UNDER RECEPTION NO. 2007002125.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF DRAINAGE EASEMENT RECORDED MARCH 08, 2007 UNDER RECEPTION NO. 2007003019.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED MARCH 2, 1942 IN BOOK 277 AT PAGE 127.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. 2003021202.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. 2003021204.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. 2003021205.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. 2003021206.

RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 7, 1898 IN BOOK A24 AT PAGE 558.

OIL AND GAS LEASE BETWEEN ANDREW H. AND TORA J. NORDSTROM AND PETROGULF ENERGY COMPANY, RECORDED JULY 15, 1981 IN BOOK 2570 AT PAGE 411 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



AFFIDAVIT OF EXTENSION RECORDED JANUARY 9, 1995 IN BOOK 4450 AT PAGE 783.

RULE AND ORDER IN CONNECTION THEREWITH RECORDED NOVEMBER 14, 2005 UNDER RECEPTION NO. 2005015674.

EASEMENT AS GRANTED TO MOUNTAIN EXPLORATION MANAGEMENT RECORDED JULY 10, 1987 IN BOOK 3341 AT PAGE 838.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED OCTOBER 13, 1988 IN BOOK 3499 AT PAGE 700.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY MARTIN EXPLORATION MANAGEMENT COMPANY RECORDED APRIL 13, 1992 IN BOOK 3890 AT PAGE 528.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MULTI-USE EASEMENT AGREEMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001084.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MULTI-USE EASEMENT AGREEMENT RECORDED DECEMBER 20, 2001 UNDER RECEPTION NO. 2001001087.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT RECORDED MARCH 29, 2002 UNDER RECEPTION NO. 2002004156.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED RESOLUTION OF NORTHWEST METROPOLITAN DISTRICT NO. 3 REGARDING THE IMPOSITION OF FACILITIES FEES RECORDED DECEMBER 20, 2005 UNDER RECEPTION NO. 2005017275.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT AGREEMENT RECORDED DECEMBER 27, 2005 UNDER RECEPTION NO. 2005017501.

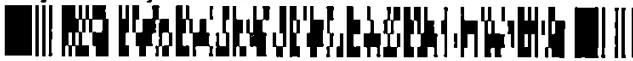
TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 2006002954.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANTHEM FILING NO. 5 RECORDED MAY 25, 2006 UNDER RECEPTION NO. 2006006606.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANTHEM - FILINGS NO. 4 AND 5 LANDSCAPE/SIGNAGE SITE DEVELOPMENT PLAN RECORDED MAY 25, 2006 UNDER RECEPTION NO. 2006006607.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITY EASEMENT RECORDED MARCH 08, 2007 UNDER RECEPTION NO. 2007003017.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITY EASEMENT RECORDED MARCH 08, 2007 UNDER RECEPTION NO. 2007003018.



REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT
RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 2007013291.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE
AGREEMENT RECORDED OCTOBER 24, 2007 UNDER RECEPTION NO. 2007013645.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND
GRANTED IN EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2007 UNDER RECEPTION NO.
2007014732.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND
GRANTED IN UTILITY EASEMENT GRANT RECORDED JULY 23, 2008 UNDER RECEPTION NO.
2008008911.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE
NORTHWEST METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED
DECEMBER 26, 2008, UNDER RECEPTION NO. 2008014406.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE
NORTHWEST METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED
DECEMBER 26, 2008, UNDER RECEPTION NO. 2008014407.

NOTE: ORDER APPROVING NAME CHANGE FROM NORTHWEST METROPOLITAN DISTRICT NO. 4
TO NORTH PARK METROPOLITAN DISTRICT NO. 3 RECORDED NOVEMBER 30, 2011 UNDER
RECEPTION NO. 2011012678.

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF PREBLE CREEK FILING NO. 1, REPLAT "B" RECORDED MARCH 20, 2009 UNDER RECEPTION
NO. 2009003314.

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF ANTHEM FILING NO. 5, REPLAT "A" RECORDED MARCH 20, 2009 UNDER RECEPTION NO.
2009003316.

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF MCWHINNEY BROOMFIELD FILING NO. 1 RECORDED MARCH 20, 2009 UNDER RECEPTION
NO. 2009003313.

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF MCWHINNEY BROOM

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF MCWHINNEY BROOMFIELD FILING NO. 3 RECORDED MARCH 20, 2009 UNDER RECEPTION
NO. 2009003303.

EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF MCWHINNEY BROOMFIELD FILING NO. 4 RECORDED MARCH 20, 2009 UNDER RECEPTION
NO. 2009003312.

MINERAL QUITCLAIM DEED FROM MCWHINNEY CCOB LAND INVESTMENTS, LLC, A COLORADO
LIMITED LIABILITY COMPANY TO CCOB OIL INVESTMENTS, LLC, A COLORADO LIMITED
LIABILITY COMPANY, RECORDED MARCH 13, 2009 UNDER RECEPTION NO. 2009002961.

AGREEMENT FOR ASSIGNMENT, CONVEYANCE AND BILL OF SALE EXECUTED BY AND BETWEEN
MCWHINNEY CCOB LAND INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND



CCOB OIL INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED MARCH 13, 2009 UNDER RECEPTION NO. 2009002960.

ANY RIGHT, TITLE OR INTEREST WHICH EXISTS OR IS CLAIMED TO EXIST BY THE CITY AND COUNTY OF BROOMFIELD OR THE PUBLIC IN OR TO THAT CERTAIN STRIP OF LAND DESIGNATED AS "60' R O W PER WILCOX SUB RECORDED IN BOOK 1 AT PAGE 16" ON THE PLAT OF MCWHINNEY BROOMFIELD FILING NO. 4 RECORDED MARCH 20, 2009 UNDER RECEPTION NO. 2009003312. AND ON THE PLAT OF NORTH PARK FILING NO. 3, RECORDED FEBRUARY 25, 2011 UNDER RECEPTION NO. 2011002005.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 21, 2004, UNDER RECEPTION NO. 2004015704.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 29, 2005, UNDER RECEPTION NO. 2005013416.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE BY AND BETWEEN PULTE HOME CORPORATION, A MICHIGAN CORPORATION AND CHANDLER DJ BASIN, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ASSIGNOR, AND CCOB OIL INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, ASSIGNEE, RECORDED DECEMBER 2, 2009 UNDER RECEPTION NO. 2009015327.

AGREEMENT FOR ASSIGNMENT, CONVEYANCE AND BILL OF SALE RECORDED DECEMBER 2, 2009 UNDER RECEPTION NO. 2009015326.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NORTH PARK P.U.D. PLAN AND PRELIMINARY PLAT RECORDED DECEMBER 02, 2009 UNDER RECEPTION NO. 2009015410 AND FIRST AMENDMENT THERETO RECORDED MARCH 12, 2010 UNDER RECEPTION NO. 2010002391. SECOND AMENDMENT THERETO RECORDED OCTOBER 24, 2012 UNDER RECEPTION NO. 2012013756. THIRD AMENDMENT THERETO RECORDED MARCH 5, 2018 UNDER RECEPTION NO. 2018002252.

EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 09, 2010, UNDER RECEPTION NO. 2010003411.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 2 RECORDED MAY 14, 2010 UNDER RECEPTION NO. 2010004688.

NOTE: ANTHEM, PREBLE CREEK AND NORTH PARK MINOR SUBDIVISION PLAT LEGAL DESCRIPTION DECLARATION RECORDED JULY 27, 2011 UNDER RECEPTION NO. 2011007393.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 3 RECORDED FEBRUARY 25, 2011 UNDER RECEPTION NO. 2011002005.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 4 RECORDED FEBRUARY 25, 2011 UNDER RECEPTION NO. 2011002006.

NOTE: ANTHEM, PREBLE CREEK AND NORTH PARK MINOR SUBDIVISION PLAT LEGAL DESCRIPTION DECLARATION RECORDED JULY 27, 2011 UNDER RECEPTION NO. 2011007393.



EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 RECORDED FEBRUARY 25, 2011 UNDER RECEPTION NO. 2011002007.

(NOTE: AFFIDAVIT OF CORRECTION RECORDED JULY 6, 2011 UNDER RECEPTION NO. 2011006627.

NOTE: ANTHEM, PREBLE CREEK AND NORTH PARK MINOR SUBDIVISION PLAT LEGAL DESCRIPTION DECLARATION RECORDED JULY 27, 2011 UNDER RECEPTION NO. 2011007393.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 REPLAT A RECORDED JULY 18, 2011 UNDER RECEPTION NO. 2011006944.

NOTE: AFFIDAVIT OF CORRECTION RECORDED AUGUST 3, 2011 UNDER RECEPTION NO. 2011007701.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK COMMERCIAL ASSOCIATION RECORDED AUGUST 03, 2011, UNDER RECEPTION NO. 2011007702.

FIRST SUPPLEMENTAL DECLARATION RECORDED AUGUST 3, 2011 UNDER RECEPTION NO. 2011007703.

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED SEPTEMBER 14, 2011 UNDER RECEPTION NO. 2011009341.

SUPPLEMENTAL DECLARATION RECORDED SEPTEMBER 28, 2011 UNDER RECEPTION NO. 2011009954 AND RECORDED JANUARY 5, 2012 UNDER RECEPTION NO. 2012000139. SECOND SUPPLEMENTAL DECLARATION RECORDED AUGUST 1, 2012 UNDER RECEPTION NO. 2012009524. THIRD SUPPLEMENTAL DECLARATION RECORDED OCTOBER 15, 2012 UNDER RECEPTION NO. 2012013128. FIRST SUPPLEMENT TO SUPPLEMENTAL DECLARATION RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016833. FOURTH SUPPLEMENTAL DECLARATION RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016869. FIFTH SUPPLEMENTAL DECLARATION RECORDED OCTOBER 9, 2013 UNDER RECEPTION NO. 2013014569. SIXTH SUPPLEMENTAL DECLARATION RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 2016002631. SUPPLEMENT TO SECOND SUPPLEMENTAL DECLARATION RECORDED AUGUST 31, 2016 UNDER RECEPTION NO. 2016010764. SEVENTH SUPPLEMENTAL DECLARATION RECORDED MARCH 22, 2017 UNDER RECEPTION NO. 2017003482. EIGHTH SUPPLEMENTAL DECLARATION RECORDED AUGUST 8, 2017 UNDER RECEPTION NO. 2017009825.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT BY AND BETWEEN BWAB-SOVEREIGN ENERGY GROUP LLC, CCOB OIL INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND MCWHINNEY CCOB LAND INVESTMENTS, LLC AS MEMORIALIZED BY INSTRUMENT RECORDED SEPTEMBER 19, 2011 UNDER RECEPTION NO. 2011009525. AMENDMENT RECORDED JUNE 20, 2016 UNDER RECEPTION NO. 2016006972, AND 2016006973.

OIL AND GAS LEASE BETWEEN CCOB OIL INVESTMENTS, LLC, LESSOR, AND BWAB-SOVEREIGN ENERGY GROUP LLC, LESSEE, RECORDED SEPTEMBER 19, 2011 UNDER RECEPTION NO. 2011009526 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



AFFIDAVIT OF PRODUCTION RECORDED APRIL 27, 2015 UNDER RECEPTION NO. 2015004793.

AMENDMENT OF PAID UP OIL AND GAS LEASE RECORDED APRIL 27, 2015 UNDER RECEPTION NO. 2015004794.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED APRIL 27, 2015 UNDER RECEPTION NO. 2015004795.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED VESTING AGREEMENT - 2011 (FOR NORTH PARK PUD) RECORDED OCTOBER 04, 2011 UNDER RECEPTION NO. 2011010215.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MANAGED GROWTH AND DEVELOPMENT AGREEMENT RECORDED OCTOBER 04, 2011 UNDER RECEPTION NO. 2011010216 AND RE-RECORDED OCTOBER 11, 2011 UNDER RECEPTION NO. 2011010500 AND RE-RECORDED OCTOBER 28, 2011 UNDER RECEPTION NO. 2011011228. FIRST AMENDMENT RECORDED OCTOBER 26, 2012 UNDER RECEPTION NO. 2012013827. ASSIGNMENT RECORDED MARCH 7, 2017 UNDER RECEPTION NO. 2017002879.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 30, 2011, UNDER RECEPTION NO. 2011012679.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 21, 2011 UNDER RECEPTION NO. 2011013641 AND RECORDED DECEMBER 21 UNDER RECEPTION NO. 2011013662.

FEES, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE NORTH PARK PUBLIC

- IMPROVEMENT FEE RECORDED JUNE 11, 2012 UNDER RECEPTION NO. 2012006949. CONSENT RECORDED MAY 14, 2018 UNDER RECEPTION NO. 2018005145.

FEES, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE NORTH PARK LODGING PUBLIC IMPROVEMENT FEE RECORDED JUNE 11, 2012 UNDER RECEPTION NO. 2012006950. CONSENT RECORDED MAY 14, 2018 UNDER RECEPTION NO. 2018005144.

RESERVATIONS BY THE UNION PACIFIC RAILWAY COMPANY OF:

(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,

(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND

(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 19, 1901, IN BOOK 1397 AT PAGE 593.

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO OR FROM I-25 AS CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO BY INSTRUMENT RECORDED AUGUST 21, 1953 IN BOOK 473 AT PAGE 51.

OIL AND GAS LEASE BETWEEN EUGENE J. WAGNER AND SHIRLEY A. WAGNER AND MAZE EXPLORATION INC., RECORDED NOVEMBER 13, 1985 IN BOOK 3072 AT PAGE 760 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN
MEMORANDUM OF AGREEMENT FOR ANNEXATION RECORDED SEPTEMBER 08, 1989 IN BOOK 3600
AT PAGE 278.

ORDINANCE RECORDED SEPTEMBER 8, 1989 IN BOOK 3600 AT PAGE 284.

ANNEXATION MAP RECORDED SEPTEMBER 8, 1989 UNDER RECEPTION NO. B902381

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
MAP OF WAGNER ANNEXATION PLANNED UNIT DEVELOPMENT RECORDED MAY 08, 1991 UNDER
RECEPTION NO. B1000302.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND
GRANTED IN RIGHT OF WAY AGREEMENT BY AND BETWEEN EUGENE WAGNER AND SHIRLEY A.
WAGNER AND PLATTE GAS LINE COMPANY RECORDED DECEMBER 17, 1991 IN BOOK 3846 AT
PAGE 870.

LEASE BETWEEN EUGENE WAGNER AND SHIRLEY A. WAGNER, LESSOR, AND VESSELS OIL AND
GAS COMPANY, LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED MAY 20, 1993, IN BOOK
4075 AT PAGE 562.

PRODUCTION AFFIDAVIT RECORDED JULY 15, 1994 IN BOOK 4356 AT PAGE 609.

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO OR FROM I-25 AS CONVEYED TO THE STATE
HIGHWAY COMMISSION OF COLORADO BY RULE AND ORDER RECORDED NOVEMBER 22, 2002
UNDER RECEPTION NO. C1057333.

RESERVATION OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS AND OTHER
HYDROCARBONS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE PROPERTY FOR
THE PURPOSE OF MINING, DRILLING, AND EXPLORING, AS CONTAINED IN DEEDS RECORDED MAY
21, 1998 IN BOOK 5339 AT PAGE 242 AND DECEMBER 10, 1999 IN BOOK 5979 AT PAGE 310.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE
PLAT OF NORTH PARK FILING NO. 5 RECORDED MARCH 28, 2013 UNDER RECEPTION NO.
2013004441.

ALL OIL, GAS, COAL AND OTHER MINERALS IN AND UNDER SAID LAND AS RESERVED IN DEED
RECORDED NOVEMBER 24, 1944 IN BOOK 302 AT PAGE 121.

EASEMENT GRANTED TO MARTIN EXPLORATION MANAGEMENT COMPANY, FOR NATURAL GAS
PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 25, 1986, IN
BOOK 3236 AT PAGE 357.

EASEMENT GRANTED TO MARTIN EXPLORATION MANAGEMENT COMPANY, FOR NATURAL GAS
PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1987, IN BOOK
3266 AT PAGE 925.

OIL AND GAS LEASE BETWEEN CHARLES F. BUTLER AND JAMES R. BUTLER AND PETROGULF
ENERGY COMPANY, RECORDED DECEMBER 18, 1981 IN BOOK 2608 AT PAGE 869 AND ANY AND
ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 24, 1986 IN BOOK 3250
AT PAGE 592.



OIL AND GAS LEASE BETWEEN DEBRA SUE NEW WEIL AND PETROGULF ENERGY COMPANY, RECORDED DECEMBER 18, 1981 IN BOOK 2608 AT PAGE 873 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 24, 1986 IN BOOK 3250 AT PAGE 602.

AMENDMENT TO LEASES AND ASSIGNMENTS RECORDED SEPTEMBER 20, 2007 UNDER RECEPTION NO. 3505612, WELD COUNTY RECORDS.

OIL AND GAS LEASE BETWEEN PAT NELSON AND PETROGULF ENERGY COMPANY, RECORDED JANUARY 06, 1982 IN BOOK 2613 AT PAGE 833 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 24, 1986 IN BOOK 3250 AT PAGE 588.

AMENDMENTS RECORDED SEPTEMBER 20, 2007 UNDER RECEPTION NO. 3505608 AND 3505612, WELD COUNTY RECORDS.

AGREEMENT FOR ASSIGNMENT, CONVEYANCE AND BILL OF SALE RECORDED MARCH 13, 2009 UNDER RECEPTION NO. 2009002960.

OIL AND GAS LEASE BETWEEN RICHARD J. HARMOUCHE AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED SEPTEMBER 18, 1986 IN BOOK 3203 AT PAGE 903 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 24, 1986 IN BOOK 3250 AT PAGE 596.

OIL AND GAS LEASE BETWEEN ADAMS 84, A COLORADO GENERAL PARTNERSHIP AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED OCTOBER 06, 1986 IN BOOK 3212 AT PAGE 447 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 24, 1986 IN BOOK 3250 AT PAGE 594.

ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED SEPTEMBER 27, 2016 UNDER RECEPTION NO. 2016012233.

OIL AND GAS LEASE BETWEEN LLOYD J. AND MAXINE R. RIEGEL AND PETROGULF CORPORATION, RECORDED AUGUST 02, 1990 IN BOOK 3697 AT PAGE 735 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED FEBRUARY 4, 1991 IN BOOK 3748 AT PAGE 309.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HARMOUSH-WENNSTEDT ANNEXATION MAP RECORDED JANUARY 12, 2001 UNDER RECEPTION NO. C0750681.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED FEBRUARY 25, 2004 UNDER RECEPTION NO. 2004002793.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AS TO MINERAL RIGHTS AS SET FORTH IN MINERAL DEED RECORDED AUGUST 13, 2007 UNDER



RECEPTION NO. 2007010363 AND LAST WILL AND TESTAMENT RECORDED AUGUST 5, 2008 UNDER RECEPTION NO. 2008000062895. ADAMS COUNTY RECORDS.

EASEMENT GRANTED TO MARTIN EXPLORATION MANAGEMENT COMPANY, FOR NATURAL GAS PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 24, 1986, IN BOOK 3235 AT PAGE 475.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED OCTOBER 11, 1989 IN BOOK 3610 AT PAGE 825 AND RE-RECORDED DECEMBER 18, 1989 IN BOOK 3631 AT PAGE 253.

UNION R.E.A POWERLINE EASEMENT ALONG THE WEST BOUNDARY OF SAID LAND AS DISCLOSED IN DEED RECORDED OCTOBER 24, 1984 IN BOOK 2930 AT PAGE 572.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT FOR ANNEXATION RECORDED OCTOBER 11, 1989 IN BOOK 3610 AT PAGE 817 AND RE-RECORDED DECEMBER 18, 1989 IN BOOK 3631 AT PAGE 241.

OIL AND GAS LEASE BETWEEN NORTH HURON INVESTMENT GROUP, A COLORADO LIMITED PARTNERSHIP AND VESSELS OIL & GAS COMPANY, RECORDED SEPTEMBER 20, 1993 IN BOOK 4152 AT PAGE 790 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PRODUCTION AFFIDAVIT RECORDED APRIL 15, 1994 IN BOOK 4298 AT PAGE 482.

ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED SEPTEMBER 27, 2016 UNDER RECEPTION NO. 2016012234.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF CENTRE 470 PLANNED UNIT DEVELOPMENT RECORDED MAY 08, 1991 UNDER RECEPTION NO. B1000298.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 2 REPLAT A RECORDED SEPTEMBER 27, 2012 UNDER RECEPTION NO. 2012012364.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 2 REPLAT A RECORDED SEPTEMBER 27, 2012 UNDER RECEPTION NO. 2012012365.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSTRUCTION AND PUBLIC TRAIL ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 07, 2012 UNDER RECEPTION NO. 2012015939.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 2 REPLAT B RECORDED DECEMBER 13, 2012 UNDER RECEPTION NO. 2012016306.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHWEST METROPOLITAN DISTRICT NO. 2 AS EVIDENCED BY ORDER RECORDED DECEMBER 20, 2012, UNDER RECEPTION NO. 2012016640 AND AMENDED ORDER RECORDED AUGUST 30, 2013 UNDER RECEPTION NO. 2013012734.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SETTLEMENT AGREEMENT RECORDED DECEMBER 20, 2012 UNDER RECEPTION NO. 2012016658.



OIL AND GAS LEASE BETWEEN CITY AND COUNTY OF BROOMFIELD AND BWAB-SOVEREIGN ENERGY GROUP LLC, RECORDED DECEMBER 20, 2012 UNDER RECEPTION NO. 2012016661. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCLUSIVE USE AGREEMENT RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016873.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 REPLAT B RECORDED SEPTEMBER 12, 2013 UNDER RECEPTION NO. 2013013318.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 1 REPLAT B RECORDED SEPTEMBER 20, 2013 UNDER RECEPTION NO. 2013013681.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF HULSTROM G UNIT 1 PAD RECORDED OCTOBER 23, 2013 UNDER RECEPTION NO. 2013015073.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF NORDSTROM 5-4 PAD & 2-4 PAD RECORDED OCTOBER 23, 2013 UNDER RECEPTION NO. 2013015074.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF WEBBER H UNIT 1 PAD RECORDED OCTOBER 23, 2013 UNDER RECEPTION NO. 2013015075.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF BROZOVICH MA 8-2 PAD RECORDED OCTOBER 23, 2013 UNDER RECEPTION NO. 2013015076.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE MAP OF MEMORIAL 22-3 PAD RECORDED OCTOBER 23, 2013 UNDER RECEPTION NO. 2013015077.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 2016008175. AMENDED REQUEST RECORDED NOVEMBER 1, 2016 UNDER RECEPTION NO. 2016014146

MINERAL QUIT CLAIM DEED RECORDED AUGUST 25, 2016 UNDER RECEPTION NO. 2016010440.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANT RECORDED AUGUST 31, 2016 UNDER RECEPTION NO. 2016010768.

QUIT CLAIM DEED FOR WATER RIGHTS AND MINERAL RIGHTS RECORDED SEPTEMBER 27, 2016 UNDER RECEPTION NO. 2016012232.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT GRANT (TRAFFIC SIGNAL) RECORDED DECEMBER 02, 2016 UNDER RECEPTION NO. 2016015750.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 REPLAT D RECORDED FEBRUARY 03, 2017 UNDER RECEPTION NO. 2017001565.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SIDEWALK EASEMENT RECORDED MARCH 22, 2017 UNDER RECEPTION NO. 2017003509.



TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AND RESERVATIONS AS CONTAINED IN DEED RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE 452.

EASEMENT GRANTED TO MARTIN EXPLORATION MANAGEMENT COMPANY, FOR NATURAL GAS PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 26, 1986, IN BOOK 3251 AT PAGE 271.

EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 08, 1987, IN BOOK 3327 AT PAGE 580.

OIL AND GAS LEASE BETWEEN RUTH LIE AND RUDOLPH LIE AND BASIN EXPLORATION, INC., RECORDED SEPTEMBER 12, 1991 IN BOOK 3815 AT PAGE 634 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

OIL AND GAS LEASE BETWEEN UNION PACIFIC RESOURCES COMPANY AND SNYDER OIL CORPORATION, RECORDED MARCH 17, 1997 IN BOOK 4959 AT PAGE 551.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO K N FRONT RANGE GATHERING COMPANY RECORDED FEBRUARY 22, 2000 UNDER RECEPTION NO. C0642142.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENT RECORDED AUGUST 21, 1989 IN BOOK 3593 AT PAGE 767. AND ASSIGNMENT OF SURFACE OWNER'S AGREEMENT RECORDED MAY 17, 2001 UNDER RECEPTION NO. C0802475.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED MARCH 12, 2003 UNDER RECEPTION NO. 2003004831.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY AND COUNTY OF BROOMFIELD IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 1, BLOCK 1, LOT 3 (PROSPECT RIDGE ACADEMY CHARTER SCHOOLS) RECORDED JULY 25, 2011 UNDER RECEPTION NO. 2011007261.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH THE NORTH PARK METROPOLITAN DISTRICT NO. 1 RECORDED DECEMBER 04, 2012 UNDER RECEPTION NO. 2012015852.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AUGUST 03, 2011 UNDER RECEPTION NO. 2011007704, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENT RECORDED AUGUST 03, 2011 UNDER RECEPTION NO. 2011007708.

THE EFFECT OF QUIT CLAIM MINERAL DEED RECORDED SEPTEMBER 19, 2011 UNDER RECEPTION NO. 2011009524. AFFIDAVIT CONCERNING ENTITY STATUS AND MINERAL OWNERSHIP, RECORDED AUGUST 25, 2016, UNDER RECEPTION NO. 2016010439.



TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED MARCH 09, 2012 UNDER RECEPTION NO. 2012002883.

EASEMENT RETAINED BY THE CITY AND COUNTY OF BROOMFIELD FOR PUBLIC ACCESS AND MAINTENANCE USES AND FOR USE BY FRANCHISEES OF THE CITY AND COUNTY OF BROOMFIELD, AND FOR US BY PUBLIC AND PRIVATE UTILITIES IN ORDINANCE NO. 1961 VACATING A PORTION OF INCA STREET RIGHT OF WAY, RECORDED DECEMBER 3, 2012 UNDER RECEPTION NO. 2012015657.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHWEST METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 20, 2012, UNDER RECEPTION NO. 2012016641 AND AUGUST 30, 2013 UNDER RECEPTION NO. 2013012735.

TERMS, CONDITIONS, PROVISIONS, BURDENS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016871, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR PAYMENT IN LIEU OF TAXES RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016872.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF FIRST REFUSAL RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. 2012016874.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED OCTOBER 9, 2013 UNDER RECEPTION NO. 2013014570, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENT RECORDED OCTOBER 09, 2013 UNDER RECEPTION NO. 2013014571.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEFERRED PAYMENT AGREEMENT FOR WATER AND SEWER LICENSES RECORDED OCTOBER 14, 2013 UNDER RECEPTION NO. 2013014700.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 07, 2014, UNDER RECEPTION NO. 2014000114.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 07, 2014, UNDER RECEPTION NO. 2014000115.



EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM LAND TITLE SURVEY RECORDED JANUARY 13, 2014 UNDER RECEPTION NO. 2014000246.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 23, 2014, UNDER RECEPTION NO. 2014003329.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 REPLAT C RECORDED AUGUST 22, 2014 UNDER RECEPTION NO. 2014007931.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NORTH PARK FILING NO. 1 REPLAT C OPEN LANDS SITE DEVELOPMENT PLANS RECORDED AUGUST 22, 2014 UNDER RECEPTION NO. 2014007932.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE NORTH PARK FILING NO. 1 REPLAT C (DUPLEX HOMES) SITE DEVELOPMENT PLANS RECORDED AUGUST 22, 2014 UNDER RECEPTION NO. 2014007933.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 1 REPLAT C RECORDED AUGUST 22, 2014 UNDER RECEPTION NO. 2014007934.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK MASTER HOMEOWNERS ASSOCIATION INC. RECORDED SEPTEMBER 11, 2014, UNDER RECEPTION NO. 2014008676.

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. 2014008681.

RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. 2014008678.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PROPERTY DISCLOSURE STATEMENT RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. 2014008679.

QUIT CLAIM DEED FOR WATER RIGHTS RECORDED SEPTEMBER 12, 2014 UNDER RECEPTION NO. 2014008743.

EASEMENT GRANTED TO UNITED POWER, INC., FOR UTILITY EASEMENTS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 11, 2014, UNDER RECEPTION NO. 2014012115.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 13, 2015, UNDER RECEPTION NO. 201500412.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN STORM DRAINAGE AND UNDERDRAIN EASEMENT AGREEMENT RECORDED MAY 28, 2015 UNDER RECEPTION NO. 2015006354.



TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN STORM DRAINAGE EASEMENT AGREEMENT RECORDED MAY 28, 2015 UNDER RECEPTION NO. 2015006355.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN SANITARY SEWER UTILITY EASEMENT GRANT RECORDED JUNE 19, 2015 UNDER RECEPTION NO. 2015007457.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN GRANT OF EASEMENT TO UNITED POWER, INC., RECORDED JUNE 24, 2015 UNDER RECEPTION NO. 2015007704.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT TO UNITED POWER, INC. RECORDED JUNE 24, 2015 UNDER RECEPTION NO. 2015007705.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAS AT NORTH PARK RECORDED SEPTEMBER 10, 2015, UNDER RECEPTION NO. 2015011636.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH COMCAST RECORDED SEPTEMBER 18, 2015 UNDER RECEPTION NO. 2015011963.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH QWEST CORPORATION D/B/A CENTURYLINK QC RECORDED SEPTEMBER 22, 2015 UNDER RECEPTION NO. 2015012033.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 2016002632, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENT RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 2016002633.

LEASE BETWEEN PRA BUILDING CORPORATION, LESSOR, AND PROSPECT RIDGE ACADEMY, LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED MARCH 14, 2016, UNDER RECEPTION NO. 2016002638.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 11, 2016, UNDER RECEPTION NO. 2016003810.

ORDER FOR EXCLUSION OF A PORTION OF LOT 1, BLOCK 1 OF NORTH PARK SUBDIVISION, FILING NUMBER 2 RECORDED JUNE 18, 2018 [URN 2018006566].



ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 11, 2016, UNDER RECEPTION NO. 20160003811.

MINERAL QUIT CLAIM DEED RECORDED AUGUST 31, 2016 UNDER RECEPTION NO. 2016010766.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE EASEMENT AGREEMENT WITH KB HOME COLORADO RECORDED NOVEMBER 01, 2016 UNDER RECEPTION NO. 2016014147.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 4, LOT 1, BLOCK 1 (PROJECT SYCAMORE) SITE DEVELOPMENT PLAN RECORDED JANUARY 26, 2018 UNDER RECEPTION NO. 2018000938.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/NSP LAND TITLE SURVEY RECORDED JANUARY 19, 2017 UNDER RECEPTION NO. 2017000742.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM LAND TITLE SURVEY RECORDED JANUARY 27, 2017 UNDER RECEPTION NO. 2017001159.

MINERAL QUIT CLAIM DEED RECORDED FEBRUARY 28, 2017 UNDER RECEPTION NO. 2017000017963 (ADAMS COUNTY RECORDS).

TERMS, CONDITIONS, PROVISIONS, BURDENS, RESERVATIONS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MARCH 09, 2017 UNDER RECEPTION NO. 2017002988 AND MARCH 22, 2017 UNDER RECEPTION NO. 2017003507, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENT RECORDED MARCH 22, 2017 UNDER RECEPTION NO. 2017003508.

LEASE BETWEEN PRA BUILDING CORPORATION, LESSOR, AND PROSPECT RIDGE ACADEMY, LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED MARCH 24, 2017, UNDER RECEPTION NO. 2017003681.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 2 REPLAT C RECORDED JUNE 06, 2017 UNDER RECEPTION NO. 2017006888.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY AND COUNTY OF BROOMFIELD SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 2 REPLAT C RECORDED JUNE 06, 2017 UNDER RECEPTION NO. 2017006889.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 2, REPLAT C, LOTS 1 AND 2 SITE DEVELOPMENT PLAN RECORDED JUNE 06, 2017 UNDER RECEPTION NO. 2017006890.

OIL AND GAS LEASE BETWEEN WA-ACB DEVELOPMENT, LLC AND EXTRACTION OIL & GAS, INC., RECORDED JULY 12, 2017 UNDER RECEPTION NO. 2017008602. AMENDMENT AND RATIFICATION TO OIL & GAS LEASE RECORDED NOVEMBER 20, 2017 UNDER RECEPTION NO. 2017014326. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF COVENANTS AND RECIPROCAL EASEMENTS RECORDED AUGUST 09, 2017 UNDER RECEPTION NO. 2017009832.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 09, 2017, UNDER RECEPTION NO. 2017009845 AND NOTICE RECORDED JUNE 15, 2018 UNDER RECEPTION NO. 2018006494.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/NSPS LAND TITLE SURVEY RECORDED SEPTEMBER 28, 2017 UNDER RECEPTION NO. 2017011985.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 15, 2017, UNDER RECEPTION NO. 2017014158.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/NSPS LAND TITLE SURVEY RECORDED NOVEMBER 22, 2017 UNDER RECEPTION NO. 2017014449.

NOTICE REGARDING AGREEMENTS FOR SALE AND PURCHASE OF REAL ESTATE RECORDED JANUARY 5, 2018 UNDER RECEPTION NO. 2018000195.

NOTICE REGARDING CONTRACTS TO PURCHASE TAXABLE PROPERTY RECORDED JANUARY 5, 2018 UNDER RECEPTION NO. 2018000196.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY AND COUNTY OF BROOMFIELD IMPROVEMENT AGREEMENT FOR NORTH PARK FILING NO. 4, BLOCK 1, LOT 1 RECORDED JANUARY 26, 2018 UNDER RECEPTION NO. 2018000939.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 17, 2018, UNDER RECEPTION NO. 2018004044.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 15, 2018, UNDER RECEPTION NO. 2018006492.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NO-BUILD AGREEMENT RECORDED JUNE 18, 2018 UNDER RECEPTION NO. 2018006574.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NORTH PARK FILING NO. 1 REPLAT E RECORDED AUGUST 20, 2018 UNDER RECEPTION NO. 2018009240.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 09, 2018, UNDER RECEPTION NO. 2018011261.

NORTH PARK METROPOLITAN DISTRICT NO. 1 PUBLIC DISCLOSURE STATEMENT RECORDED OCTOBER 9, 2018 UNDER RECEPTION NO. 2018011262;

NORTH PARK METROPOLITAN DISTRICT NO. 2 PUBLIC DISCLOSURE STATEMENT RECORDED OCTOBER 9, 2018 UNDER RECEPTION NO. 2018011264;



NORTH PARK METROPOLITAN DISTRICT NO. 3 PUBLIC DISCLOSURE STATEMENT RECORDED OCTOBER 9, 2018 UNDER RECEPTION NO. 2018011266; AND

NORTH PARK METROPOLITAN DISTRICT NO. 4 PUBLIC DISCLOSURE STATEMENT RECORDED OCTOBER 9, 2018 UNDER RECEPTION NO. 2018011268.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 09, 2018, UNDER RECEPTION NO. 2018011263.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 09, 2018, UNDER RECEPTION NO. 2018011265.

ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PARK METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 09, 2018, UNDER RECEPTION NO. 2018011267.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE REGARDING AGREEMENTS FOR SALE AND PURCHASE OF REAL ESTATE AND CONTRACTS TO PURCHASE TAXABLE PROPERTY RECORDED OCTOBER 31, 2018 UNDER RECEPTION NO. 2018012209.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE REGARDING AGREEMENTS FOR SALE AND PURCHASE OF REAL ESTATE AND CONTRACTS TO PURCHASE TAXABLE PROPERTY RECORDED OCTOBER 31, 2018 UNDER RECEPTION NO. 2018012210.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION AGREEMENT BY AND BETWEEN MCWHINNEY CCOB LAND INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND NP DEVELOPMENT, INC., A COLORADO CORPORATION, RECORDED DECEMBER 05, 2018 UNDER RECEPTION NO. 2018013499.

SUBORDINATION OF OPTION AGREEMENT RECORDED DECEMBER 5, 2018 UNDER RECEPTION NO. 2018013500.

OIL AND GAS LEASE BETWEEN MCWHINNEY CCOB OIL INVESTMENTS AND EXTRACTION OIL & GAS, INC., RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. 2018014189, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



EXHIBIT F

Oil and Gas Wells

