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DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF  
RIVERWALK RECREATION ASSOCIATION

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
<b>ARTICLE I</b>		
<b><u>DEFINITIONS</u></b>		
Section 1	Agencies.....	2
Section 2	Apartment Area.....	2
Section 3	Apartment Building.....	2
Section 4	Apartment Unit.....	2
Section 5	Association.....	2
Section 6	Common Elements.....	2
Section 7	Common Property.....	2
Section 8	Condominium Building.....	2
Section 9	Condominium Unit.....	2
Section 10	Declarant.....	3
Section 11	Declaration.....	3
Section 12	First Mortgage.....	3
Section 13	First Mortgage.....	3
Section 14	Lot.....	3
Section 15	Master Association.....	4
Section 16	Master Declaration.....	4
Section 17	Member.....	4
Section 18	Owner.....	4
Section 19	Properties.....	4
Section 20	Recreational Property.....	4
Section 21	Residence.....	4
Section 22	Subassociation.....	4
Section 23	Supplemental Declaration.....	5
Section 24	Townhome.....	5

**ARTICLE II**  
**PROPERTY RIGHTS IN THE RECREATIONAL PROPERTY**

Section 1	Owners' Easements of Enjoyment.....	5
Section 2	Extent of Owners' Easements.....	5
Section 3	Delegation of Use.....	7
Section 4	Payment of Taxes or Insurance by Mortgagees...	7

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1	Membership.....	8
Section 2	Class of Membership.....	8
Section 3	Reservaton.....	8
Section 4	Election of Board of Directors.....	9
Section 5	Class A Member Voting Rights.....	9

**ARTICLE IV**  
**COVENANT FOR ASSESSMENTS**

Section 1	Creation of the Lien and Personal Obligation of Assessments.....	10
Section 2	Purpose of Assessments.....	11
Section 3	Maximum Monthly Assessment.....	12
Section 4	Special Assessments.....	12
Section 5	Notice and Quorum for Any Action Authorized Under Section 3.....	13
Section 6	Reconstruction Assessments.....	13
Section 7	Rate of Assessment.....	13
Section 8	Date of Commencement of Monthly Assessments...	14
Section 9	Effect of Nonpayment of Assessments; Remedies of the Association.....	15
Section 10	Working Capital.....	15
Section 11	Subordination of the Lien to Mortgages.....	16

**ARTICLE V**  
**INSURANCE**

Section 1	Insurance on Recreational Property.....	16
Section 2	General Provisions of Insurance Policies.....	19
Section 3	Damage to Recreational Property.....	19
Section 4	Deductibles.....	20
Section 5	Insurance Trustee.....	20
Section 6	Association Insurance as Primary Coverage.....	20
Section 7	Annual Review of Insurance Policies.....	21
Section 8	Insurance to be Maintained by Owners.....	21
Section 9	Acceptable Insurance Companies.....	21
Section 10	Owner's Negligence.....	21

**ARTICLE VI**  
**RESTRICTIONS**

Section 1	General Plan.....	22
Section 2	Restrictions Imposed.....	22
Section 3	Use of Recreational Property.....	22
Section 4	Declarant's Use.....	22
Section 5	Rules and Regulations.....	23

**ARTICLE VII**  
**EASEMENTS**

Section 1	Easement for Encroachments.....	23
Section 2	Maintenance Easement.....	24
Section 3	Rights of Declarant Incident to Construction..	24
Section 4	Easements Deemed Created.....	24

**ARTICLE VIII**  
**FIRST MORTGAGES**

Section 1	Member and First Mortgagee Approval.....	24
Section 2	Notice of Action.....	27
Section 3	Audit.....	27
Section 4	Books and Records.....	28

**ARTICLE IX**  
**GENERAL PROVISIONS**

Section 1	Enforcement.....	28
Section 2	Severability.....	28
Section 3	Conflict of Provisions.....	28
Section 4	Annexation.....	29
Section 5	Condemnation.....	30
Section 6	Duration, Revocation and Amendment.....	31
Section 7	Management Agreements and Other Contracts....	32
Section 8	Registration of Mailing Address.....	32
Section 9	HUD/VA Approval.....	32
Section 10	Dedication of Common Property.....	33
Exhibit A	.....	37
Exhibit B	.....	38
Exhibit C	.....	41

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

THIS DECLARATION is made and entered into this 31<sup>st</sup> day of July, 1985, by Talley Corporation, a Colorado corporation hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant and the other parties executing this instrument are all of the owners and First Mortgagees of that certain real property located in the City of Littleton, County of Arapahoe, State of Colorado, which is described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, said owners desire to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property and to guide the development of the property in a manner compatible and consistent with the objectives and goals of the City of Littleton and the Comprehensive Plan for the area, in an orderly manner insuring an economically and environmentally sound and balanced community, to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of said owners, their successors and assigns in said property, or any portion thereof, promoted and safeguarded.

NOW, THEREFORE, said owners hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, rights-of-way, obligations, liabilities and other charges set forth herein, which are for the purpose of promoting the common recreation of the Owners of certain of the aforesaid properties, and which shall run with the aforesaid property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1. "Agencies"** shall mean and collectively refer to, the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) insuring guaranteeing and/or loan purchase functions currently performed by such entities.

**Section 2. "Apartment Area"** shall mean and refer to any Lot upon which one or more Apartment Buildings are located.

**Section 3. "Apartment Building"** shall mean and refer to any building (including improvements and fixtures therein contained) located upon the Properties within which one or more Apartment Units are located and which is not subject to the terms and conditions of any Supplemental Declaration.

**Section 4. "Apartment Unit"** shall mean and refer to each area of an Apartment Building which is or may be separately offered for lease or rental by the Owners thereof.

**Section 5. "Association" or "Recreation Association"** shall mean and refer to the Riverwalk Recreation Association, Inc., a Colorado non-profit corporation, its successors and assigns. The Association shall act by and through its board of directors and officers.

**Section 6. "Common Elements"** shall mean and refer to all Common Elements, if any, including General Common Elements and Limited Common Elements, as defined in any Supplemental Declaration.

**Section 7. "Common Property"** shall mean and refer to all property, (including the improvements thereto), if any, owned by the Master Association for the common use and enjoyment of the Owners.

**Section 8. "Condominium Building"** shall mean and refer to any building (including all fixtures and improvements therein contained) located on the Properties and within which one or more Individual Air Space Units are located.

**Section 9. "Condominium Unit"** shall mean and refer to the fee simple interest and title in and to an Individual Air Space Unit, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common

Elements appurtenant to such Individual Air Space Unit created pursuant to C.R.S. 38-3-103, 1973.

Section 10. "Declarant" shall mean and refer to Talley Corporation, a Colorado Corporation, its successors and assigns, if and for such purposes as such successors and assigns should be designated as Declarant under this Recreation Association Declaration in a notice duly executed and recorded in Arapahoe County, Colorado by Talley Corporation.

Section 11. "Declaration" or "Recreation Association Declaration" shall mean and refer to this Declaration, as it may be amended from time to time.

Section 12. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado, pertaining to any Townhome or Condominium Unit and having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage," for purposes of Article IV, Section 11, and, with respect to notice of cancellation or substantial modification of certain insurance policies, Article V, Section 2 hereof, shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the Office of the Clerk and Recorder of the County of Arapahoe, Colorado, show the said Administrator as having the record title to the Lot or Condominium Unit.

Section 13. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage (including, for purposes of Article IV, Section 11, and, with respect to notice of cancellation or substantial modification of certain insurance policies, Article V, Section 2 hereof, the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the Office of the Clerk and Recorder of the County of Arapahoe, Colorado show the said Administrator as having the record title to the Lot or Condominium Unit), or any successor to the interest of any such person under such First Mortgage.

Section 14. "Lot" shall mean and refer to any separate numbered lot or plot of land shown on any recorded subdivision

map of the Properties or any portion thereof with the exception of the Apartment Areas, Recreational Property, Common Elements and any public streets, but together with all appurtenances and improvements now or hereafter thereon.

Section 15. "Master Association" shall mean and refer to Centennial Master Association, Inc., a Colorado non-profit corporation, its successors and assigns. The Master Association shall act by and through its board of directors and officers.

Section 16. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions of Centennial recorded February 27, 1985 in Book 4378 at Page 261, in the real property records of Arapahoe County, Colorado.

Section 17. "Member" shall mean and refer to each Owner of a Lot, Apartment Area or Condominium Unit, that is subject to assessment hereunder; Membership in the Recreation Association shall be appurtenant to, and may not be separated from, ownership of a Lot, Apartment Area or Condominium Unit.

Section 18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, Apartment Area or Condominium Unit which is a part of the Properties, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. "Properties" shall mean and refer to that certain real property described on Exhibit A hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Recreational Property" shall mean and refer to all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Recreational Property to be owned by the Association at the time of the commencement of assessments hereunder is described on Exhibit B attached hereto and incorporated herein by this reference.

Section 21. "Residence" shall mean and refer to any Apartment Unit, Condominium Unit or Townhome located within the Properties.

Section 22. "Subassociation" shall mean and refer to any Colorado non-profit corporation, its successors and assigns, organized and established by Declarant pursuant to or in connection with any Supplemental Declaration. Each Subassociation shall act by and through its board of directors and officers.

Section 23. "Supplemental Declaration" shall mean and refer to each Declaration of Covenants, Conditions and Restrictions and each Condominium Declaration, to which the Properties or any portion thereof is now or may hereafter be subjected, by Declarant as each such document may be amended from time to time, with the exception of the Master Declaration and this Recreation Association Declaration, provided that each such Supplemental Declaration shall be recorded in the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.

Section 24. "Townhome" shall mean and refer to a single residential structure constructed upon a Lot which is subject to a Supplemental Declaration and which is not a Condominium Unit or an Apartment Unit.

## ARTICLE II PROPERTY RIGHTS IN THE RECREATIONAL PROPERTY

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a perpetual nonexclusive easement for pedestrian and vehicular access on, over and across and a right and easement of enjoyment in and to the Recreational Property and the improvements located thereon, and such easement shall be appurtenant to and shall pass with the title to every Condominium Unit, Apartment Area and Lot located within the Properties.

Section 2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Recreational Property and to mortgage said property as security for any such loan; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Recreational Property against foreclosure; and

(c) The right of the Association to adopt, amend, repeal and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association and the use and enjoyment of Recreational Property including, but not limited to the right of the Association to establish reasonable charges and/or admission fees for the use of any recreational facilities located on the Recreational Property. Any such rules and regulations shall be reasonable and uniformly applied. Rules and regulations shall be effective only upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any rule or regulation



shall be posted at the Association office, and copies of the currently effective rules and regulations shall be made available to each Member upon request and payment of the copying cost. Each Member shall comply with such rules and regulations and shall see that guests and invitees of such Member comply with the rules and regulations. Rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail; and

(d) The right of the Association to offer memberships for the use of the recreational facilities to non-members, in its sole discretion, but subject to the terms of this Declaration; and

(e) The right of the Association as provided in its Articles and Bylaws, to suspend the voting rights and the right to use any recreational facilities located within the Recreational Property of a Member for any period during which any assessment against his Condominium, Apartment Building or Townhome remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(f) The right of the Association to dedicate or transfer all or any part of the Recreational Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved in writing by two-thirds (2/3) of the votes of each class of membership hereunder, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads, and/or for other purposes consistent with the intended use of the Recreational Property and reasonably necessary or useful for the proper maintenance or operation of the Properties shall not be deemed a transfer within the meaning of this Subsection (e); and

(g) The right of the Association, through its Board of Directors, to enter into, make, grant, perform or enforce contracts, leases, agreements, licenses, easements and/or rights-of-way, for the use, by Owners, other persons, their family members, tenants, guests and invitees, of real property for pedestrian and vehicular access, ingress and egress to and from the Properties, or any portion thereof; agreements for the use of recreational facilities and agreements for master, cable or satellite television service. Such instruments or agreements shall be upon such terms and conditions as agreed to by the Board

of Directors of the Association, which may include provisions by which the Association covenants and agrees that it shall pay part or all of the costs and expenses of maintaining and repairing the real property or improvements which are the subject matter thereof, and any such costs shall be treated by the Association as common expenses pursuant to Article IV hereof; and

(h) The right of the Association to close or limit the use of the Recreational Property, or portions thereof, while maintaining, repairing and making replacements in the Recreational Property; and

(i) The right of the Association to enter into contracts for and with the Master Association and any Sub-association whose members are also members of the Recreation Association, for the purpose of, without limitation, (a) the construction, care, operation, management, maintenance, repair and replacement of improvements located on the properties subject to their jurisdiction; (b) the provision of administrative services; (c) the enforcement of the provisions of any of their respective Declarations, Articles of Incorporation, Bylaws or Rules and Regulations; (d) the collection of assessments and charges; (e) the appointment and supervision of employees and independent contractors; (f) the payment of taxes; (g) the procurement of insurance; (h) the delivery of notices; and (i) any other assignable right or delegable duty. Such contracts shall be in writing and shall provide for the payment of the cost of such services to the entity rendering them by those entities served.

Section 3. Delegation of Use. Any Owner may Delegate, in accordance with the Bylaws, his right of enjoyment to the Recreational Property and facilities to the members of his family, his tenants, or contract purchasers who reside on or in his Condominium Unit or Townhome; provided, however, that the Owner of any Apartment Building located upon the Properties shall Delegate his right of enjoyment to the Recreational Property and facilities to the tenants of each Apartment Unit within such Apartment Building and to their family members.

Section 4. Payment of Taxes or Insurance by Mortgagees. First Mortgagees shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Recreational Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Recreational Property, and any First Mortgagee making any such payment shall be owed immediate reimbursement therefor from the Association.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of a Lot, Apartment Area, or Condominium Unit, which is subject to assessment hereunder, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Apartment Area, Condominium Unit or Townhome.

**Section 2. Classes of Membership.** The Association shall have three classes of voting membership:

**Class A.** Class A Members shall be all Owners of Lots and Condominium Units with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Condominium Unit and Lot owned. When more than one person holds an interest in any Lot or Condominium Unit all such persons shall be Members, and the vote for such Lot or Condominium Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot or Condominium Unit.

**Class B.** Class B Members shall be all Owners of Apartment Buildings, with the exception of the Declarant, and shall be entitled to one vote for each Apartment Unit contained therein. When more than one person holds an interest in any Apartment Building, all such persons shall be Members, and the vote for such Apartment Building shall be exercised as they determine, but in no event shall more than one vote for each Apartment Unit be cast. In the event any Apartment Building is converted to condominium ownership during the term of this Declaration, Owners of those Apartment Units converted to condominium ownership shall vote in the same manner as existing Condominium Unit Owners.

**Class C.** The Class C Member shall be Declarant and shall be entitled to three (3) votes for each Apartment Unit, Lot or Condominium Unit which it owns, which is neither leased, nor rented, nor otherwise residentially occupied. Leasing, renting, or allowing entry for residential occupancy shall terminate Declarant's weighted voting advantage in relation to any Apartment Unit, Lot or Condominium Unit so leased, rented, or residentially occupied, and shall limit Declarant in relation to any such Apartment Unit, Lot or Condominium Unit to the same voting rights as the Class A and B Members.

**Section 3. Reservation.** Notwithstanding the foregoing voting rights, Declarant hereby reserves for itself the right to appoint the Board of Directors of the Association for the period commencing with the recordation of this Declaration and terminating with the events hereinafter described. The Board of

Directors shall have such powers and duties and shall serve for such terms of office as are set forth in the Articles of Incorporation and Bylaws of the Association. This reserved right shall terminate upon the first to occur of the following events:

(a) One Hundred and Twenty (120) days after the date on which the total votes outstanding in Class A and Class B membership equal the total votes outstanding in the Class C membership; provided however that if within such One Hundred Twenty (120) day period the Declarant records in the County of Arapahoe, Colorado a Statement of Intention to Annex additional Condominium Units and/or an annexation of additional land to annex additional Lots or Apartment Areas such that after recording the total votes outstanding in the Class C Membership again exceed the votes outstanding in the Class A and B Membership, Declarant's reserved right shall not terminate; or

(b) ten (10) years from the date upon which this Declaration is recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado; or

(c) on a date certain set forth in written notice from the Declarant to the Secretary of the Association of its intent to terminate this reserved right as of such date; provided, however, that in the event there is more than one Declarant, such notice must be signed by all such Declarants.

Section 4. Election of the Board of Directors. As more fully provided in the Articles of Incorporation and Bylaws of the Recreation Association, but subject to Section 3 of this Article III, the Board of Directors of the Recreation Association shall consist of five (5) members. At such time as there shall be Class B members, four (4) members of the Board shall be elected to represent the Class A Members and one (1) Board member shall be elected to represent the Class B Members. Prior to the existence of Class B members all five (5) members of the Board shall be elected to represent Class A members.

Section 5. Class A Member Voting Rights. The Board of Directors of a Subassociation may designate a person to exercise the voting power and rights of the Class A Members of the Recreation Association who are also members of that Subassociation (hereinafter "Delegate"). A Delegate shall be entitled to cast one (1) vote for each Lot or Condominium Unit, located within that Subassociation from which he was appointed. In the event that a Subassociation Board of Directors does not designate a Delegate, then the President of the Subassociation then in office shall exercise the voting power in the Recreation Association of all Members of that Subassociation. The Bylaws of the Recreation Association shall provide the time, place, conduct and voting procedures for Delegate meetings for the purpose of electing the Board of Directors of the Recreation Association.

ARTICLE IV  
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, Condominium Unit, or Apartment Area, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments; and (3) reconstruction assessments, such assessments to be established and collected as hereinafter provided. The monthly, special, and reconstruction assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot, Condominium Unit or Apartment Area and any Residences located therein or thereon against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot, Condominium Unit or Apartment Area by the Association in like manner as a mortgage on real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, Condominium Unit or Apartment Area and a description of the Lot, Condominium Unit or Apartment Area. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Arapahoe, Colorado. The lien for each unpaid assessment shall attach to each Lot, Condominium Unit or Apartment Area at the beginning of each assessment period and shall continue to be a lien against such Lot, Condominium Unit or Apartment Area until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot, Condominium Unit or Apartment Area against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of each person who was the Owner of such Lot, Condominium Unit or Apartment Area at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. The Association's lien on each Lot, Condominium Unit or Apartment Area for assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United

States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, for all of the purposes and activities which may be required of the Recreation Association or which it may be empowered to pursue pursuant to this Declaration, the Articles of Incorporation or Bylaws of the Recreation Association and for the improvement, repair, replacement, and maintenance of the Properties and the appurtenances and improvements thereto and thereon, as well as any other real or personal property not owned but maintained by the Recreation Association including without limitation portions of rights of way owned by the City of Littleton and which are adjacent to the Properties. Such assessments may also be used for the provision of shuttle bus service and the operation and maintenance of retail facilities.

Section 3. Maximum Monthly Assessment. Until commencement of the second Association fiscal year, the maximum monthly assessment shall be Twenty-Eight Dollars (\$28.00) per Lot, Condominium Unit or Apartment Unit. Since Apartment Units are not separately owned, the Owner of each Apartment Area shall pay to the Association all sums assessed by the Association against each Apartment Unit in such Apartment Area.

(a) Effective with commencement of the second and each subsequent Association fiscal year, the maximum monthly assessment shall be increased effective each fiscal year to the greater of: (i) 1% or (ii) an amount equal to the rise, if any, of the Consumer Price Index published by the U.S. Department of Labor, Washington, D. C., for All Items and Major Group Figures for All Urban Consumers (1967=100) for the Denver Metropolitan Area, for the one-year period ending with the preceding month of August. This annual increase in the maximum monthly assessment shall occur automatically upon the commencement of each fiscal year without the necessity of any action being taken with respect thereto by the Association. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then the increase in the maximum annual assessment, as provided herein, shall be calculated by using a substantially comparable index designated by the Board of Directors of the Association.

(b) Effective with commencement of the second and each subsequent Association fiscal year, the maximum monthly assessment may be increased above that established by the aforementioned formula, for the next succeeding fiscal year and at the end of each such fiscal year, for each succeeding fiscal year, provided that any such increase shall have the assent of two-

thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefor.

(c) Subject to the provisions of Section 7 of this Article IV, the Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and other financial needs of the Association, and upon written notification to each Owner of the amount of the actual assessment to be levied, fix the actual assessment against each Lot, Condominium Unit or Apartment Unit at an amount less than the maximum. In the event the Board of Directors of the Association determines, at any time and from time to time, during any fiscal year in which the Association shall have levied an assessment in an amount less than the maximum, that the rate of assessment then in effect is less than may be necessary to adequately fund all maintenance costs and other financial needs of the Association, then the Board of Directors of the Association may increase the actual assessment against each Lot, Condominium Unit or Apartment Unit upon written notification thereof to each Owner, provided that the amount of the actual assessment against each Lot, Condominium Unit or Apartment Unit shall not be increased to an amount in excess of the maximum annual assessment for that annual assessment period.

(d) The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(e) The Association shall maintain an adequate reserve fund out of the monthly assessments for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis.

Section 4. Special Assessments. In addition to the monthly assessments authorized in this Article IV, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Recreational Property, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Association. Any such special assessment shall be set equally against each Lot, Condominium Unit and Apartment Unit, subject to the rate of assessment to be paid by Declarant as more fully provided in Section 7 of this Article IV. Any special assessment levied during the period

during which the Declarant has reserved the right to appoint the Board of Directors of the Association shall require the written approval of VA or HUD.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3(b). Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) of this Article shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. The first such meeting called for such purpose shall require the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Reconstruction Assessments. In addition to the monthly and special assessments authorized in this Article IV, the Association may levy, in any fiscal year during which insurance proceeds are insufficient to repair or reconstruct any damaged or destroyed improvements on the Recreational Property, reconstruction assessments for the purpose of repair or reconstruction. Such assessments shall be equal to the amount by which the cost of repair or reconstruction of such improvements exceeds the sum of the insurance proceeds awarded for the damage or destruction thereof and shall be set equally against each Lot, Apartment Unit, and Condominium Unit. Such reconstruction assessments shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice hereof; provided, however, that, in appropriate circumstances, the Association may proceed directly against any Owner pursuant to Article V, Section 10 hereof for any such amount.

Section 7. Rate of Assessment. Monthly and special assessments must be fixed at a uniform rate for all Lots, Apartment Units and Condominium Units sufficient to meet the expected needs of the Association; provided, however, that notwithstanding anything to the contrary contained in this Declaration, no assessment of any kind shall be due on any Apartment Unit, Condominium Unit or Lot until such time as the same have been annexed to the Properties. Assessments set for the Condominium Units, Apartment Units or Lots owned by Declarant which are neither leased, nor rented, nor otherwise occupied as a residence shall be fixed at one-quarter (1/4) of the assessment rate for the other Lots, Apartment Units or Condominium Units. In the event that, prior to termination of Declarant's Reserved Right to appoint the Board of Directors of the Association,



assessments for monthly common expenses, fail to equal or exceed the actual expenses incurred by the Association during any particular annual assessment period because of such partial Declarant assessment, exclusive of expenses which the Association has budgeted or set aside for reserves, then Declarant shall pay a sufficient amount, up to the amount of full parity on such assessment, to the Association to meet any such shortfall so long as (a) written notice must be given by the Association within sixty (60) days following the termination of the then current fiscal year of the Association at the time of the termination of Declarant's reserved right to appoint the Board of Directors of the Association, but in no event more than one (1) year following the termination of such Reserved Right, and (b) Declarant shall have no obligation for any such shortfall caused by expenditures for capital improvements, or by any decrease in assessments, including without limitation, the levying of any assessment in an amount less than the maximum for any common expense assessment period, unless the same has previously been approved in writing by Declarant. In the event there is more than one Declarant, then, subject to the conditions hereinabove stated, each such Declarant shall pay a pro rata share of the amount necessary to meet each such shortfall in Association assessments, up to the amount of full parity on such assessments; such pro rata share to be based on the number of Lots, Apartment Units and Condominium Units not subject to the full assessment rate described above which are owned by each Declarant and the duration of such payment of assessment at less than the full rate during the applicable annual assessment period.

Section 8. Date of Commencement of Monthly Assessments.  
 The initial monthly assessment shall commence on the first day of the month following conveyance of Recreational Property by Declarant to the Association and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The monthly assessments may be made due and payable on such dates as determined by the Board of Directors of the Association. If a purchaser who is not the Declarant purchases an Apartment Building, Condominium Unit or Lot which prior to the transfer was assessed one-quarter (1/4) the usual rate pursuant to Article 4, Section 7 hereinabove, pro-ration of the monthly common expense assessment for the month of closing shall be as follows: (1) the amount of the assessment for the entire month shall be deemed to have been the full amount chargeable to an Owner other than Declarant ("Payment"); (2) the daily rate of the Payment shall be determined by dividing the Payment by the number of days in the month of closing; (3) the purchaser shall be charged an amount equal to the daily Payment multiplied by the number of days remaining in the month of closing, including the closing date,

less the daily pro-rated portion of the amount previously paid by Declarant for the days remaining in the month. For example, if the monthly common expense assessment is Twenty Dollars (\$20.00), Declarant will have paid \$5.00 per Residence for the month. For a closing on April 15, the purchaser is charged \$8.00 per Residence calculated as follows: \$20.00 divided by 30 days multiplied by 16 days remaining in the month, which equals \$10.67 minus the amount paid by Declarant for the remainder of the month (\$5.00 divided by 30 days times 16 days equals \$2.67) which equals \$8.00. On the date of the first transfer of a Townhome or Condominium Unit to the first Owner other than Declarant, the purchaser may be required to prepay the estimated monthly common assessments for the first two (2) months following the closing in order to allow the Association time to begin billing the purchaser for the amount of the monthly assessment. Such prepayment shall be in addition to, and distinct from, the contribution of working capital which shall also be payable at closing.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or portion thereof which is not paid when due shall be delinquent. Any assessment or portion thereof which is not paid within ten (10) days after the due date shall bear interest from the due date at the rate of twenty-one percent (21%) per annum or at such lesser rate as may be set from time to time by the Association, and the Association may assess a monthly late charge thereon in such reasonable amounts as determined from time to time by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's property, and in the event a judgment is obtained, such judgment shall include interest and late charges on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Recreational Property or abandonment of his property.

Section 10. Working Capital. The Association or Declarant shall require the first Owner of each Townhome or Condominium Unit who purchases that Townhome or Condominium Unit from Declarant to make a contribution to capital to the Association in an amount equal to the greater of Sixty Dollars (\$60.00) or two (2) times the maximum monthly assessment effective at the time of conveyance of the Townhome or Condominium Unit. All such contributions shall be held in a segregated account by the Association for its use and benefit as it deems desirable, including but not limited to the use to insure that the Board of Directors of the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by

the Board. Such deposit shall not relieve an Owner from making the regular payment of assessments as the same become due. Upon the transfer of his Townhome or Condominium Unit, an Owner shall be entitled to a credit from his transferee in an amount equal to the unused portion of such contribution to capital.

**Section 11. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein, including without limitation any fees, costs, late charges or interest which may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Townhome or Condominium Unit shall not affect the liens for said assessment charges except that sale or transfer of any Townhome or Condominium Unit pursuant to foreclosure of any such First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of assessments charges which became due prior to any such sale or transfer, or foreclosure, or proceeding in lieu thereof; provided however, that any such delinquent assessment charges, including interest, late charges, costs and reasonable attorneys fees, which are extinguished as provided herein may be reallocated and assessed to all Residences as a common expense. No such sale, transfer, foreclosure, or proceeding in lieu thereof, shall relieve any Townhome or Condominium Unit from liability for any assessment charges thereafter becoming due, nor from the lien thereof; provided, however, that in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Residential Property in question by such First Mortgagee. A First Mortgagee shall be deemed to have acquired title to a Townhome or Condominium Unit on the date of receipt of a deed in lieu of foreclosure, or on the date of receipt of a Certificate of Purchase from the Public Trustee, or on the date of sale pursuant to a judicial foreclosure and receipt of the Sheriff's Certificate of Purchase, as the case may be.

#### ARTICLE V INSURANCE

**Section 1. Insurance on Recreational Property.** The Association shall maintain insurance covering all insurable improvements located or constructed upon the Recreational Property or other property maintained by the Association pursuant to Article IV hereof. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense. Notwithstanding any of the specific insurance requirements specified in this Article V, the Association may also consider in

determining the types and amount of insurance it needs to obtain, the then-existing requirements of the Agencies, with respect to their insurance, guaranty, or purchase of First Mortgages secured by real property located within the Properties.

(a) A policy of property insurance covering all insurable improvements located on the Recreational Property, and other real property maintained by the Association, whether such real property is owned by the Association or another person or entity, except for land, foundation, excavation and other matters normally excluded from coverage, in an amount not less than necessary to comply with any co-insurance percentage stipulation in the insurance policy. Further said a policy shall contain a "Replacement Cost Endorsement" providing that any claim shall be settled on a full replacement cost basis without deduction for depreciation, and including an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." The Association may also purchase a "Demolition Endorsement," an "Increased Cost of Construction Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, and/or coverage on personal property owned by the Association or by other persons or entities and maintained by it including, without limitation, fixtures, building services equipment furnishings and supplies. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard all risk endorsement, where such is available.

(b) A comprehensive policy of public liability insurance covering all of the Recreational Property, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Recreational Property, or such other real or personal property maintained by it, legal liability arising out of law suits related to employment contracts of the Association, and protection against liability for non-owned and hired automobile; such coverage may also include, if applicable, comprehensive automobile liability insurance, garagekeeper's liability, liability for property of others, host liquor liability, water

damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use.

(c) A policy providing adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association in an amount at least equal to the estimated maximum of funds, including maintenance reserves in the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than three (3) months' aggregate assessments on all Lots, Condominium Units and Apartment Units, plus such reserve funds.

Such fidelity coverage or bonds shall meet the following requirements:

(1) all such fidelity coverage or bonds shall name the Association as an obligee;

(2) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of person who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has Delegated some or all of its responsibilities for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subparagraph (c).

(d) If the Recreational Property or other real property maintained by the Association, or any portion thereof, is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on the Recreational Property or such other real property has been made available under the National Flood Insurance Program, then such a policy of flood insurance on the Recreational Property in an amount at least equal to the lesser of:

(1) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(2) one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including but not limited to personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association and, if appropriate, coverage for loss or damage resulting from a boiler or machinery accident in an amount not less than the lesser of \$2,000,000.00 or the insurable value of the building(s) housing the boiler or machinery.

### Section 2. General Provisions of Insurance Policies.

All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory First Mortgagee's clause in favor of each First Mortgagee and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each First Mortgagee, insurer or guarantor of a First Mortgage. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including First Mortgagees, upon request. Any such Owner's policy shall also contain waivers of subrogation. Additionally, all policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association.

### Section 3. Damage to Recreational Property.

In the event of damage to or destruction of all or a portion of the Recreational Property or other real property maintained by the Association, due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, then, the Association shall levy a reconstruction assessment, in the aggregate amount of such insufficiency pursuant to Article IV Section 6 and shall proceed to make such repairs or reconstruction, unless the Owners and First Mortgagees agree not to repair and reconstruct such damage in accordance with the terms and provisions of Article VIII hereof. The reconstruction assessment provided for herein shall be a debt of each Owner and a lien on his Lot, Condominium

Unit or Apartment Area, and may be enforced and collected in the same manner as any assessment lien provided for in this Declaration. No distributions of insurance proceeds shall be made to Owners, unless made jointly payable to Owners and their First Mortgagees, if any.

**Section 4. Deductibles.** No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount which is the greater of \$10,000.00 or 1% of the face amount of the policy. Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the parties sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors of the Association. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any monthly assessment.

**Section 5. Insurance Trustee.** The Association may authorize a representative to act for it, including any trustee or successor thereto, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance. Such insurance trustee shall act as attorney-in-fact for the purpose of purchasing and maintaining insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. Said party may also receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and their First Mortgagees as their interest may appear.

**Section 6. Association Insurance as Primary Coverage.** If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any annual assessment. Any Owner's policy shall also contain waivers of subrogation.

**Section 7. Annual Review of Insurance Policies.** All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association.

**Section 8. Insurance to be Maintained by Owners.** Insurance coverage on the furnishings and other items of personal property belonging to an Owner, public liability insurance coverage upon each Lot and hazard insurance coverage on the improvements constructed on Lots, shall be the responsibility of the Owner thereof.

**Section 9. Acceptable Insurance Companies.** Each hazard insurance policy purchased by the Association must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better, or a financial rating of Class V, provided it has a general policyholder's rating of at least A, and is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which would prevent mortgagees or any Owner from collecting insurance.

**Section 10. Owner's Negligence.** Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of the Recreational Property or other property maintained by the Association or any improvement(s) located thereon, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by his tenant, or by a guest or invitee of such Owner or tenant, the cost of such repair, maintenance or reconstruction shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot or Condominium Unit or Apartment Area is subject and shall become a lien against such Owner's Lot or Condominium Unit or Apartment Area as provided in Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of any Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.



**ARTICLE VI  
RESTRICTIONS**

**Section 1. General Plan.** It is the intention of the Declarant to establish and impose a general plan for the improvement, development, and use of the Recreational Property, in order to enhance the value, desirability, and attractiveness of the Properties.

**Section 2. Restrictions Imposed.** The Declarant hereby declares that the Recreational Property shall be held and shall henceforth be sold, conveyed, used, improved, owned, and hypothecated upon, subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants.

**Section 3. Use of Recreational Property.**

(a) No use shall be made of the Recreational Property which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Recreational Property.

(b) No Owner shall place any structure whatsoever upon the Recreational Property, except as provided herein, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Recreational Property to all Members.

(c) The use of the Recreational Property shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(d) No use shall ever be made of the Recreational Property which will deny ingress and egress to those Owners having access to a public street or to their Lots, Condominium Units or Apartment Buildings only over Recreational Property, and said rights of ingress and egress to all Lots, Condominium Units and Apartment Buildings are hereby expressly granted.

**Section 4. Declarant's Use.** Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Recreational Property, such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Lots, Condominium Units or Apartment Buildings and development of the Properties, specifically including without limiting the generality of the foregoing, maintaining storage areas, construction yards and equipment, signs, parking areas and lighting facilities. In

addition, it is hereby expressly permitted for Declarant, its successors and assigns, to build, own and operate a restaurant on the Recreational Property, for the enjoyment of the Owners, their families and guests and other patrons which Declarant may choose to serve. Such facility shall be permitted to hold a liquor license and to serve malted and vinous alcoholic beverages. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Recreational Property in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees of and to his Lot, Condominium Unit or Apartment Building parking areas, any recreational facilities existing upon the Recreational Property, and to a public right of way.

**Section 5. Rules and Regulations.** Rules and regulations concerning and governing use of the Recreational Property, may be adopted, amended and repealed, from time to time by the Board of Directors of the Association, and the Board of Directors may establish and enforce penalties for the infraction thereof, including without limitation the levying and collecting of fines for the violation of any of such rules and regulations or for the violation of any provision of this Declaration, the Articles of Incorporation or Bylaws of the Association; provided, however, that copies of such rules and regulations shall be furnished to Owners and shall be uniform and non-discriminatory except to the extent that such rules and regulations concern discretionary rights given to the Association or its Board of Directors in this Declaration, the Articles of Incorporation or Bylaws of the Association. In the event of a conflict between the rules and regulations adopted by the Recreation Association and those adopted by the Master Association, the rules and regulations of the Master Association shall take precedence.

## ARTICLE VII EASEMENTS

**Section 1. Easement for Encroachments.** If any portion of a Townhome, Apartment Building or Condominium Building encroaches upon the Recreational Property, including any future encroachments arising or resulting from the repair or reconstruction of a Residence subsequent to its damage, destruction or condemnation, or if any structure located upon the Recreational Property encroaches upon a Lot, Condominium Unit or Apartment Area, including any future encroachments arising or resulting from the repair or reconstruction of any structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such encroachment.

Section 2. Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the Recreational Property and a right to make such use of the Recreational Property, as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

Section 3. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Recreational Property, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Properties; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owner's Townhome, Condominium Unit or Apartment Building or any recreational facility completed upon the Recreational Property.

Section 4. Easements Deemed Created. All conveyances of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article VII, even though no specific reference to such easements or to this Article VII appears in the instrument of such conveyance.

ARTICLE VIII  
FIRST MORTGAGEES

Section 1. Member and First Mortgagee Approval. Subject to the provisions of Article IX, Sections 6(b) and 6(c) hereof, but notwithstanding any other provisions set forth elsewhere in this Declaration, the Association shall not:

(a) unless it has obtained the prior written consent of ~~at least sixty-seven percent (67%) of each class of Members, and sixty-seven percent (67%) of the First Mortgagees~~ (based upon one vote for each First Mortgage owned):

(1) by act or omission, change, waive, or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Residential Property as defined in the Master Declaration, or improvements thereon, the exterior maintenance of such Residential Property, or improvements thereon, the maintenance of any Residential Property party walks or common fences and driveways, or the upkeep of lawns and plantings in the Properties;

(2) fail to maintain full fire and extended coverage on insurable Recreational Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(3) use hazard insurance proceeds for Recreational Property property losses for purposes other than to repair, replace, or reconstruct such property;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any Recreational Property owned, directly or indirectly, by the Association for the benefit of the Owners (excluding the granting of permits, licenses and easements for public utilities, roads or other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties or the Association);

(5) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner; or

(6) terminate the legal status of the Properties as a planned unit development, provided that this subsection (6) shall not apply to amendments to this Declaration, the Articles of Incorporation or Bylaws of the Association made as a result of destruction, damage or condemnation of the Properties or improvements thereon, and further provided that any distribution made as a result of any termination of the legal status of the Properties as a planned unit development shall be reasonable and equitable, including, without limitation, distributions as a result of the damage, destruction or condemnation of the Properties or the improvements thereon.

(b) unless it has obtained the prior written consent of the Owners of at least sixty-seven percent (67%) of the Class A members, sixty-seven percent (67%) of the Class B members, sixty-seven percent (67%) of the Class C members, and fifty-one percent (51%) of the First Mortgagees (based upon one vote for each First Mortgage owned or held), ~~add or amend any material provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, which establish, provide for, govern or regulate any of the following, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only:~~

(1) voting rights;

(2) assessments, assessment liens or subordination of such liens;

(3) reserves for maintenance, repair and replacement of those elements of the Recreational Property which must be maintained, repaired or replaced on a periodic basis;

(4) insurance, including but not limited to fidelity bonds;

(5) rights to use of the Recreational Property;

(6) responsibility for maintenance and repair of any portion of the Recreational Property;

(7) expansion or contraction of the Properties or the addition, annexation or withdrawal of property to or from the Properties;

(8) boundaries of the Recreational Property;

(9) interests in the Recreational Property;

(10) convertibility of Townhomes or Condominium Units into Recreational Property or of Recreational Property into Townhomes or Condominium Units;

(11) leasing of Townhomes or Condominium Units;

(12) imposition of any restriction on the right of any Owner to sell or transfer his Townhome or Condominium Unit;

(13) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages; or

(14) any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Master Association;

(15) any action to terminate the legal status of the Properties after substantial destruction or condemnation; or

(16) any decision by the Association to assume self-management of the Association, when professional management has previously been required by any First Mortgagee or insurer or guarantor of a First Mortgage.

**Section 2. Notice of Action.** Upon written request to the Master Association, identifying the name and address of the First Mortgagee or insuror or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee of a Townhome or Condominium Unit or insuror or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Recreational Property;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Townhome or Condominium Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insuror or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of First Mortgagees-as provided in this Article VIII..

**Section 3. Audit.** At any time after that date on which the Properties has been expanded, pursuant to Article IX, Section 4 hereof to include fifty (50) or more Townhomes and/or Condominium Units, the Association shall provide an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, to any First Mortgagee of a Townhome or Condominium Unit, or any insuror or guarantor of such a First Mortgage, within a reasonable time after written request therefor by any such party. So long as the Properties includes less than fifty (50) Townhomes and/or Condominium Units, fifty-one percent (51%) or more of the First Mortgagees shall be entitled to have such an audited financial statement prepared at their expense if one is not otherwise available.

**Section 4. Books and Records.** The Association shall make available to Owners, prospective purchasers, First Mortgagees and insurors or guarantors of any such First Mortgage, current copies of this Declaration, and the Articles of Incorporation, Bylaws, rules and regulations, books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

**ARTICLE IX  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any aggrieved Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, rights of way, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. Any such party shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents; in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Further, the Association may, in appropriate circumstances, delegate its enforcement rights to the Master Association or any Subassociation or accept the delegation of any such Subassociation's or Master Association's enforcement rights. Failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any provision of this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

**Section 3. Conflicts of Provisions.** In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association and any Supplemental Declaration, Articles of Incorporation or Bylaws of any Subassociation, this Declaration, the Articles of Incorporation or Bylaws of the Association shall control. In case of any conflict between any of the foregoing and the Master Declaration, Articles or Bylaws, said Master Association documents, shall control.

**Section 4. Annexation.**

(a) Additional real property, including without limitation, Recreational Property and/or Common Elements may be

annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

(b) Notwithstanding the foregoing, the Declarant may annex to this Declaration additional property within those parcels of real property described on Exhibit C attached hereto and incorporated herein by this reference, until that date which is fifteen (15) years after the date on which this Declaration is recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, without the consent of any Owner or First Mortgagee, subject to a determination by the VA or HUD that the annexation is in accord with the general plan heretofore approved by them, as follows:

(i) The Declarant may annex additional Lots, Apartment Areas, Recreational Property, and/or other property, except Condominium Units and Common Elements within that parcel of real property described in the attached Exhibit C, which annexation(s) shall be effected, if at all, by recording an annexation of additional land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, which document shall provide for annexation to this Declaration of the property described in such annexation of additional land and may include such other provisions as deemed appropriate by the Declarant. All provisions of this Declaration, including but not limited to those provisions regarding obligations to pay assessments to the Association and any right to cast votes as members of the Association, shall apply to annexed property immediately upon recording an annexation of additional land with respect thereto, as aforesaid.

(ii) The Declarant may annex additional Condominium Units and/or Common Elements within that parcel of real property described on the attached Exhibit C, which annexation(s) shall be effected, if at all, in two stages: (A) first, by the recording in Arapahoe County, Colorado of a Statement of Intention to Annex, which document shall declare the number of additional Condominium Units which Declarant intends to annex to this Declaration, shall provide that, upon the recordation thereof, each Condominium Unit enumerated in such document shall be and constitute a "Condominium Unit," as defined in this Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and shall further provide that, upon the recording of a supplemental Condominium Map of such property in the office of the Clerk and Recorder of Arapahoe County, Colorado, showing the Condominium Units described in such Statement of Intention to Annex, all of the property described in such supplemental Condominium Map shall be annexed for all purposes to this Declaration; and (B) second, upon the recording of such supplemental map, as aforesaid, all of the property described therein shall thereupon, for all purposes, be annexed to this Declaration and be subject to all provisions contained



herein. In addition, Declarant hereby reserves the right, until December 11, 2000, to designate any portion of the Properties which it owns as Recreational Property and thus to subject such property to the terms of this Declaration such designation shall be by deed conveying such Property to the Association.

Section 5. Condemnation. In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Recreational Property, any part thereof or any interest therein, any improvement thereon, or any interest therein, the Association shall give prompt notice thereof, including a description of the part of or interest in the Recreational Property or improvement thereon sought to be so condemned, to all First Mortgagees, all insurers and guarantors of First Mortgages, all Members, and to the Declarant. The Association shall have full power and authority to defend in said proceedings, and to represent the Owners in any negotiations, settlements and agreements with a condemning authority for acquisition of the Recreational Property or part thereof, or any interest therein, and each Owner hereby appoints the Association as attorney-in-fact for such purposes. Any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

(a) In the event that all of the Recreational Property is taken or condemned, or sold or otherwise disposed of, in lieu or in avoidance thereof, any award or settlement shall be apportioned by the Association on a reasonable basis as the Association determines to be equitable in the circumstances, or as determined by judicial decree. If the allocation of condemnation award is already established in the negotiations, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent that it is relevant and applicable.

(b) In the event that less than the entire Recreational Property is taken or condemned or sold or otherwise disposed of in lieu or avoidance thereof, the condemnation award shall first be applied to the Association to the rebuilding and replacement of those improvements on the Recreational Property damaged or taken by the condemning public authority, unless sixty-seven percent (67%) of the Members of each Class and sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage held) agreed otherwise. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be distributed by the Association on the same basis as indicated in subparagraph (a) of this Section 5. No provision of this Declaration or of any other document relating to the Properties shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee pursuant to a

First Mortgage in the case of a distribution to an Owner of Insurance proceeds or condemnation award for losses to or taking of Recreational Property.

**Section 6. Duration, Revocation, and Amendment.**

(a) Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years; from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as otherwise provided herein, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by an instrument approved in writing by not less than fifty-one percent (51%) of the Members of each class.

(b) Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order to comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure or guarantee First Mortgages; then, subject to the following sentence of this Section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any other person or entity including without limitation, Owners, or First Mortgages. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to the conveyance of all Lots, Apartment Areas and Condominium Units by the Declarant to the first Owners thereof (other than Declarant) or ten (10) years from the date this Declaration is recorded, in Arapahoe County, Colorado, whichever occurs first; and each such amendment must contain thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

(c) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration the Articles of Incorporation or Bylaws of the Association at any time prior to the conveyance of all Lots, Apartment Areas and Condominium Units by the Declarant to the first Owner(s) thereof (other than Declarant) or ten (10) years from the date this Declaration is recorded in the County of Arapahoe, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

(d) To be effective, all amendments to or revocation or termination of this Declaration must be recorded in the office of Clerk and Recorder of the County of Arapahoe, Colorado, and must contain evidence of the required approval thereon.

(e) One method of satisfying the requirements of subsection (d) of this Section 6 shall be the recordation of the Certificate of the Secretary of the Association certifying that Owners representing the requisite percentage of Members and First Mortgagees, if any, have given notarized written consent to the amendment. The Secretary must further certify that originals of such written consent by Members and First Mortgagees as applicable, along with the recorded amendment are in the corporate records of the Association and available for inspection.

**Section 7. Management Agreements and Other Contracts.** Any agreement for professional management of the Association's business or any contract providing for the services of Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days prior written notice. Any such management agreements entered into by the Association with a manager or managing agent prior to termination of Declarant's reserved right to appoint the Board of Directors of the Association shall be subject to review and approval by the VA or HUD, and shall terminate absolutely, in any event, not later than thirty (30) days after termination of such reserved right.

**Section 8. Registration of Mailing Address.** Each Owner and each First Mortgagee, insurer or guarantor of a first mortgage shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner or upon a First Mortgagee, insurer or guarantor shall be sent by either registered or certified mail, postage prepaid, addressed in the name of said party at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, care of Talley Corporation, 5300 East Yale, Suite 400, Denver, Colorado, 80222, until such address is changed by the Association.

**Section 9. HUD/VA Approval.** At any time prior to the termination of Declarant's Reserved Right to appoint the Board of Directors of the Association, the following actions shall require the prior approval of HUD or VA if either of such agencies has agreed to insure or guarantee First Mortgages within the Properties: annexation of additional properties, dedication of Recreational Property, and amendment of this Declaration.

**Section 10. Dedication of Recreational Property.** Declarant in recording this Declaration of Covenants, Conditions and Restrictions has designated certain areas of land as Recreational Property intended for the common use and enjoyment

of Owners for recreation and other related activities. The Recreational Property is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Owners, as more fully provided in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the day and year first above written.

"DECLARANT"

TALLEY CORPORATION,  
a Colorado Corporation

By: [Signature]  
Its: President

COLUMBIA SAVINGS AND LOAN  
ASSOCIATION, a Federal  
Savings and Loan Association

By: [Signature]  
Title: VICE PRESIDENT

CITICORP REAL ESTATE INC.,  
a Delaware corporation

By: [Signature]  
Title: [Signature]

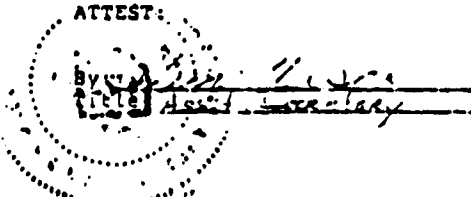
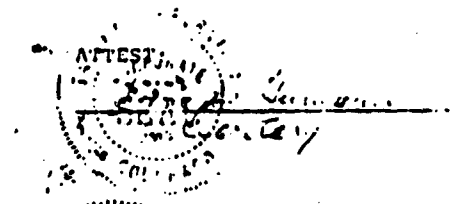
ATTEST:

ATTEST:

ATTEST:

By:

Title:



[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_

STATE OF COLORADO

COUNTY OF Denver

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 1985 by Steve B. Hansen as Secretary and James D. Hansen as Secretary of TALLEY CORPORATION, a Colorado corporation.



WITNESS my hand and official seal.

My commission expires: Oct. 10, 1987

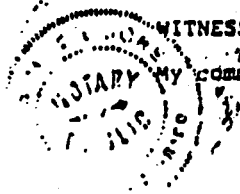
[Signature]  
Notary Public  
Address: 5500 E. Ute Ave.  
Denver, Colorado 80222

STATE OF COLORADO

COUNTY OF Jefferson

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 1985 by [Signature] as [Signature] of COLUMBIA SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association.



WITNESS my hand and official seal.

My commission expires: My Commission Expires Aug. 9, 1986

[Signature]  
Notary Public  
Address: 5880 S. Utean Cir. E.  
Englewood, Colorado 80111

STATE OF COLORADO

COUNTY OF Denver

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 1985 by James R. Brouck and Esther S. Samuels and Paul M. Brouck of CITICORP REAL ESTATE INC., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: Oct. 10, 1987

Francis D. Richter  
Notary Public  
Address: 5500 E. Waco Ave.  
Denver, CO 80222



EXHIBIT A  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERWALK RECREATION ASSOCIATION

Phase I:

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West center line of said Section 17, said center line also being the South boundary line of "CENTENNIAL" subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION" a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 1007.66 feet to the West boundary line of Parcel "C" Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION"; thence along the West boundary line of said Parcel "C" the following six (6) courses: 1) thence N61°24'00"E, a distance of 149.82 feet; 2) thence N11°25'11"E, a distance of 303.82 feet; 3) thence N36°54'47"E, a distance of 305.81 feet; 4) thence N48°29'49"E, a distance of 255.03 feet; 5) thence N10°30'45"E, a distance of 98.66 feet; 6) thence N38°36'08"W, a distance of 293.94 feet to the POINT OF BEGINNING, thence departing the West boundary line of said "Parcel C" S33°38'34"W, a distance of 195.88 feet; thence S66°08'02"W, a distance of 67.61 feet; thence N23°30'39"W, a distance of 30.00 feet; thence N66°08'02"E, a distance of 35.35 feet; thence N45°00'00"E, a distance of 21.97 feet; thence N45°00'00"W, a distance of 18.50 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a central angle of 30°31'34", a radius of 72.00 feet, an arc length of 83.90 feet, and whose chord bears N19°44'03"W, a distance of 61.46 feet to a point of tangent; thence along said tangent N03°11'54"E, a distance of 55.75 feet; thence N54°28'06"W, a distance of 23.07 feet to a point of curve; thence along the arc of a curve concave to the Southeast having a central angle of 220°11'55", a radius of 44.00 feet; an arc length of 169.10 feet, and whose chord bears N55°37'51"E, a distance of 82.64 feet to a point of tangent; thence along said tangent S14°16'11"E, a distance of 3.42 feet; thence S88°43'56"E, a distance of 19.69 feet; thence N64°04'38"E, a distance of 76.12 feet to a point on the Westerly line of Parcel "C" Lot 1, Block 4 as shown on said "CENTENNIAL" Plat; thence along said Westerly line of Parcel "C" S28°25'16"E, a distance of 132.58 feet; thence S38°36'08"E, a distance of 17.00 feet to THE POINT OF BEGINNING.  
or less.

basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.

EXHIBIT B  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERWALK RECREATION ASSOCIATION

Recreational Property:

The following described parcels of real property shall constitute the Recreational Property, as hereinbefore defined:

A parcel of land located in the East half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West center line of said Section 17, said centerline also being the South boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION" a plat on file and recorded in Book 78 at Pages 46 and 47 in the Office of the Arapahoe County Clerk and Recorder, a distance of 323.60 feet to the Easterly boundary line of "Parcel B", Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION"; thence along the Easterly boundary line of said "Parcel B" the following twenty-two (22) courses: 1) N03°45'34"E, a distance of 371.82 feet; 2) N16°29'04"E, a distance of 102.20 feet; 3) N09°32'53"W, a distance of 157.33 feet; 4) N01°49'19"W, a distance of 59.72 feet; 5) N43°32'26"E, a distance of 76.62 feet; 6) N33°30'00"W, a distance of 80.50 feet; 7) N01°12'10"E, a distance of 122.95 feet; 8) N52°30'00"E, a distance of 62.01 feet; 9) N07°30'00"E, a distance of 141.99 feet; 10) N11°58'20"E, a distance of 136.02 feet; 11) N52°30'00"E, a distance of 65.00 feet; 12) S87°00'16"E, a distance of 66.12 feet; 13) N03°29'44"W, a distance of 153.69 feet; 14) N83°10'18"E, a distance of 359.10 feet; 15) N58°28'40"E, a distance of 175.97 feet; 16) S46°13'55"E, a distance of 54.88 feet; 17) N27°02'20"E, a distance of 139.65 feet; 18) S49°22'48"E, a distance of 40.00 feet to a point on a curve; 19) along the arc of a curve concave to the Southeast having a central angle of 08°21'54", a radius of 700.00 feet, an arc length of 102.20 feet and whose chord bears N37°15'56"E, a distance of 102.11 feet to a point of tangent; 20) along said tangent N41°26'53"E, a distance of 247.18 feet to a point on a curve, said point being on the Southerly Right-of-Way of South Prince Street; 21) along the arc of a curve concave to the Northeast, having a central angle of 01°27'54", a radius of 588.16 feet, an arc length of 15.04 feet, and whose chord bears S44°24'29"E, a distance of 15.04 feet to the POINT OF BEGINNING; 22) continuing along the arc of a curve concave to the Northeast having a central angle of 06°49'23", a radius of 588.16 feet, an arc length of 70.04 feet, and whose chord bears S48°33'07"E, a distance of 70.00 feet; thence departing said Southerly Right-of-Way of South Prince Street S41°26'53"W, a distance of 246.09 feet to a point of curve; thence along the arc of a curve to the



Southeast having a central angle of  $08^{\circ}40'10''$ , a radius of 615.00 feet, an arc length of 93.05 feet, and whose chord bears  $S37^{\circ}06'48''W$ , a distance of 92.97 feet to a point of compound curve; thence along the arc of a curve concave to the Southeast having a central angle of  $17^{\circ}36'52''$ , a radius of 275.00 feet, an arc length of 84.54 feet, and whose chord bears  $S23^{\circ}58'18''W$ , a distance of 84.21 feet to a point of compound curve; thence along the arc of a curve concave to the East having a central angle  $42^{\circ}36'29''$ , a radius of 14.50 feet, an arc length of 10.78 feet, and whose chord bears  $S06^{\circ}08'23''E$ , a distance of 10.54 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest having a central angle of  $96^{\circ}45'55''$ , a radius of 55.00 feet, and arc length of 92.89 feet and whose chord bears  $S20^{\circ}56'20''W$ , a distance of 82.24 feet to a point of reverse curve; thence along the arc of a curve concave to the Southeast having a central angle of  $62^{\circ}55'54''$ , a radius of 14.50 feet, an arc length of 15.93 feet, and whose chord bears  $S37^{\circ}51'21''W$ , a distance of 15.14 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest having a central angle of  $70^{\circ}28'34''$ , a radius of 57.04 feet, an arc length of 70.16 feet, and whose chord bears  $S41^{\circ}37'41''W$ , a distance of 65.82 feet to a point of reverse curve; thence along the arc of a curve concave to the Southeast, having a central angle  $26^{\circ}12'59''$ , a radius of 75.61 feet, an arc length of 34.60 feet, and whose chord bears  $S63^{\circ}45'28''W$ , a distance of 34.30 feet to a point of tangent; thence along said tangent  $S30^{\circ}38'58''W$ , a distance of 8.39 feet to a point of curve; thence along the arc of a curve concave to the Southeast having a delta of  $39^{\circ}30'56''$ , a radius of 265.00 feet, an arc length of 182.76 feet, and whose chord bears  $S30^{\circ}53'30''W$ , a distance of 179.16 feet to a point of tangent; thence along said tangent  $S11^{\circ}08'02''W$ , a distance of 21.31 feet to a point of curve; thence along the arc of a curve to the Northeast having a central angle of  $82^{\circ}55'29''$  a radius of 14.50 feet, an arc length of 20.99 feet, and whose chord bears  $S30^{\circ}19'42''E$ , a distance of 19.20 feet to a point of Reverse curve; thence along the arc of a curve concave to the Southwest having a central angle of  $47^{\circ}55'29''$ , a radius of 225.00 feet, an arc length of 188.20 feet, and whose chord bears  $S47^{\circ}49'42''E$ , a distance of 182.76 feet to a point of tangent; thence along said tangent  $S23^{\circ}51'58''E$ , a distance of 19.36 feet; thence  $S23^{\circ}30'39''E$ , a distance of 30.00 feet; thence  $S66^{\circ}08'02''W$ , a distance of 29.81 feet; thence  $N23^{\circ}51'58''W$ , a distance of 49.36 to a point of curve; thence along the arc of a curve concave to the Southwest having a central angle of  $55^{\circ}00'00''$ , a radius of 195.00 feet, an arc length of 187.19 feet, and whose chord bears  $N51^{\circ}21'58''W$ , a distance of 180.08 feet to a point of tangent; thence along said tangent  $N78^{\circ}51'58''W$ , a distance of 55.00 feet; thence  $N11^{\circ}08'02''E$ , a distance of 63.98 feet to a point of curve; thence along the arc of a curve concave to the Southeast having a central angle of  $39^{\circ}30'56''$ , a radius of 335.00 feet, an arc length of 231.04 feet, and whose chord bears  $N30^{\circ}53'30''E$ , a

distance of 226.47 feet to a point of tangent; thence along said tangent N50°38'58"E, a distance of 74.92 feet to a point of curve; thence along the arc of a curve concave to the Northwest having a central angle of 67°15'09", a radius of 14.50 feet, an arc length of 17.10 feet, and whose chord bears N16°51'23"E, a distance of 16.13 feet to a point of reverse curve; thence along the arc of a curve concave to the Southeast having a central angle of 78°36'39", a radius of 55.00 feet, an arc length of 75.46 feet, and whose chord bears N22°22'08"E, a distance of 69.68 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest having a central angle of 45°58'21", a radius of 14.50 feet, an arc length of 11.63 feet, and whose chord bears N38°41'17"E, a distance of 11.32 feet to a point of reverse curve; thence along the arc of a curve concave to the Southeast having a central angle of 17°04'37", a radius of 345.00 feet, an arc length of 102.83 feet, and whose chord bears N24°14'25"E, a distance of 102.45 feet to a point of compound curve; thence along the arc of a curve concave to the Southeast having a central angle of 08°40'09" a radius of 685.00 feet, an arc length of 103.65 feet, and whose chord bears N37°06'48"E, a distance of 103.55 feet to a point of tangent; thence along said tangent N41°26'53"E, a distance of 246.09 feet to the POINT OF BEGINNING.

Basis of bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.

TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of said Section 17, thence N89°44'00"E, along the east-west center line of said Section 17, said center line also being the southerly boundary of "CENTENNIAL" SUBDIVISION, a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 323.60 feet to the TRUE POINT OF BEGINNING; thence departing said southerly boundary N03°45'34"E, a distance of 371.82 feet; thence N16°29'04"E, a distance of 102.20 feet, thence N09°52'53"W, a distance of 157.33 feet; thence N01°49'19"W, a distance of 59.72 feet; thence N43°32'26"E, a distance of 76.62 feet; thence N33°30'00"W, a distance of 80.50 feet, thence N01°12'10"E, a distance of 122.93 feet; thence N52°30'00"E, a distance of 62.01 feet; thence N07°30'00"E, a distance of 141.99 feet; thence N11°58'20"E, a distance of 136.02 feet; thence N52°30'00"E, a distance of 65.00 feet; thence S87°00'16"E, a distance of 66.12 feet; thence N03°29'44"W, a distance of 153.69 feet; thence N83°30'18"E, a distance of 359.10 feet; thence N58°28'40"E, a distance of 175.97 feet; thence S46°13'55"E, a distance of 54.88 feet; thence N27°02'20"E, a distance of 139.65 feet; thence S49°22'48"E, a distance of 40.00 feet to a point on a curve; thence along the arc of a curve that is concave to the southeast, having a central angle of 8°21'54", a radius of 700.00 feet, an arc length of 102.20 feet and whose chord bears N37°15'56"E, a distance of 102.11 feet to a point of tangent; thence N41°26'53"E along said tangent, a distance of 247.18 feet to a point on a curve; thence along the arc of a curve that is concave to the northeast, having a central angle of 9°45'12", a radius of 588.16 feet, an arc length of 100.12 feet and whose chord bears S48°33'07"E, a distance of 100.00 feet; thence S41°26'53"W, a distance of 247.18 feet to a point of curve having a central angle of 9°37'50", a radius of 600.00 feet, an arc length of 100.85 feet and whose chord bears S36°37'58"W, a distance of 100.73 feet; thence S49°22'48"E, a distance of 40.00 feet; thence S25°42'54"W, a distance of 151.12 feet; thence S46°13'55"E, a distance of 20.85 feet; thence S28°25'16"E, a distance of 289.95 feet; thence S18°36'08"E, a distance of 310.94 feet; thence S10°30'45"W, a distance of 98.66 feet; thence S48°29'49"W, a distance of 255.03 feet; thence S36°54'47"W, a distance of 305.81 feet; thence S11°25'11"W, a distance of 303.62 feet; thence S61°24'00"W, a distance of 722.17 feet; thence N89°50'53"W, a distance of 181.56 feet; thence N00°90'07"E, a distance of 270.31 feet to a point that is the northeast corner of that parcel shown on the Denver Municipal Water Works Drawings #67-2054 and recorded in Book 1999, Page 397, Records of Arapahoe County; said point also being; thence S89°44'00"W, a distance of 0.70 feet to the TRUE POINT OF BEGINNING.

Basis of Bearings: The north line of the southeast quarter of said Section 17 being N89°44'00"E.

BOOK 4631 PAGE 181

FIRST STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Talley Corporation, a Colorado corporation ("Declarant") has heretofore executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 31, 1983, in Book 4503 at Page 343-383, in the records of the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration permits the annexation of additional land thereto by the Declarant until that date which is fifteen (15) years after the date on which the Declaration was recorded, subject to a determination by the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration that the Annexation is in accord with the general plan heretofore approved by them, which annexation shall be effected, if at all, by recording a Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and

WHEREAS, the Declarant intends to annex to this Declaration real property including the Condominium Units described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Veterans Administration has determined, as evidenced hereon, that this First Statement of Intention to Annex Additional Land is in accord with the general plan heretofore approved by it.

NOW, THEREFORE, effective upon the recording of this First Statement of Intention to Annex Additional Land in the Office of the Clerk and Recorder of Arapahoe County, Colorado pursuant to the Declaration, the undersigned Declarant hereby affirms its intention to annex the real property described in Exhibit A attached hereto and incorporated herein by this reference, including the Condominium Units located thereon, and declares that each of the Condominium Units shall be and constitute a "Condominium Unit" as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes as provided in Article III of the Declaration.



VETERANS ADMINISTRATION APPROVAL

Having determined that this First Annexation of Additional Land to Master Declaration of Covenants, Conditions and Restrictions for Riverwalk Recreation Association is in accord with the general plan heretofore approved by the Veterans Administration, said Veterans Administration hereby approves and consents to said First Annexation of Additional Land.

IN WITNESS WHEREOF, the said Veterans Administration has caused its name to be hereunto subscribed by its authorized representative this 9<sup>th</sup> day of Sept., 1983.

VETERANS ADMINISTRATION

By [Signature]  
Title AGENT

STATE OF COLORADO        )  
  )ss  
COUNTY OF DENVER        )

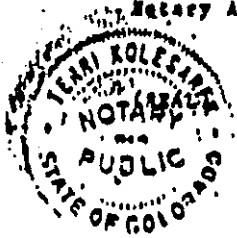
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Sept, 19 83, by Raven H. Ham as Agent of the Veterans Administration.

WITNESS my hand and official seal.

My commission expires: 9-26-87

Notary Address: Construction and Veterans (222)  
1st National Office  
44 Union Boulevard  
Denver, CO 80202

Jessie Koloszek  
Notary Public



## EXHIBIT A

PHASE 1, RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West center line of said Section 17, said center line also being the South boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION" a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 1007.66 feet to the West boundary line of Parcel "C" Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION"; thence along the West boundary line of said Parcel "C" the following six (6) courses: 1) thence N61°24'00"E, a distance of 149.82 feet; 2) thence N11°25'11"E, a distance of 303.62 feet; 3) thence N36°54'47"E, a distance of 305.81 feet; 4) thence N48°29'49"E, a distance of 255.03 feet; 5) thence N10°30'45"E, a distance of 98.66 feet; 6) thence N38°36'08"W, a distance of 130.53 feet to the POINT OF BEGINNING; thence departing the West boundary line of said "Parcel C" S48°38'44"W, a distance of 88.54 feet to a point on a curve; thence along the arc of a curve concave to the Southwest having a central angle of 22°49'48", a radius of 73.00 feet, an arc length of 29.09 feet, and a chord that bears S25°07'28"E, a distance of 28.90 feet; thence departing said curve S76°17'25"W, a distance of 17.42 feet; thence S00°00'00"W, a distance of 31.17 to a point of curve; thence along the arc of a curve concave to the North having a central angle of 180°00'00", a radius of 54.00 feet, an arc length of 169.65 feet and a chord that bears S90°00'00"W, a distance of 108.00 feet to a point of tangent; thence along said tangent N01°42'24"E, a distance of 27.36 feet; thence N45°00'00"W, a distance of 137.47 feet; thence N66°08'02"E, a distance of 17.29 feet; thence N53°38'34"E, a distance of 195.88 feet to the West line of said parcel "C"; thence along the said West line S38°36'08"E, a distance of 163.41 feet to the POINT OF BEGINNING, containing 0.96 Acres more or less.

Basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.

BOOK 4631 PAGE 197

SECOND STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Talley Corporation, a Colorado corporation ("Declarant") has heretofore executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 31, 1985, in Book 4503 at Page 543-585, in the records of the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration permits the annexation of additional land thereto by the Declarant until that date which is fifteen (15) years after the date on which the Declaration was recorded, subject to a determination by the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration that the Annexation is in accord with the general plan heretofore approved by them, which annexation shall be effected, if at all, by recording a Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and

WHEREAS, the Declarant intends to annex to this Declaration real property including the Condominium Units described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Veterans Administration has determined, as evidenced hereon, that this Second Statement of Intention to Annex Additional Land is in accord with the general plan heretofore approved by it.

NOW, THEREFORE, effective upon the recording of this Second Statement of Intention to Annex Additional Land in the Office of the Clerk and Recorder of Arapahoe County, Colorado pursuant to the Declaration, the undersigned Declarant hereby affirms its intention to annex the real property described in Exhibit A attached hereto and incorporated herein by this reference, including the Condominium Units located thereon, and declares that each of the Condominium Units shall be and constitute a "Condominium Unit" as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes as provided in Article III of the Declaration.







## EXHIBIT A

PHASE I, RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West center line of said Section 17, said center line also being the South boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL" Subdivision a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 1007.66 feet to the West boundary line of Parcel "C" Block 4, Lot 1 of said "CENTENNIAL" Subdivision; thence along the West boundary line of said Parcel "C" the following six (6) courses: 1) N61°24'00"E, a distance of 149.82 feet; 2) N11°25'11"E, a distance of 303.62 feet; 3) N36°54'47"E, a distance of 305.81 feet; 4) N48°29'49"E, a distance of 255.03 feet; 5) N10°30'45"E, a distance of 98.66 feet; 6) N38°36'08"W, a distance of 293.94 feet; thence departing the West boundary line of said "Parcel C" S53°38'34"W, a distance of 195.88 feet; thence S66°08'02"W, a distance of 17.29 feet to the POINT OF BEGINNING; thence S45°00'00"E, a distance of 137.47 feet; thence S01°42'24"W, a distance of 27.36 feet to a point of a curve; thence along the arc of a curve concave to the Northeast having a central angle of 50°21'17", a radius of 54.00 feet, an arc length of 47.46 feet, and a chord bears S25°10'38"E, a distance of 41.95 feet; thence departing said curve S33°26'47"W, a distance of 123.80 feet; thence N47°20'47"W, a distance of 170.98 feet; thence N34°45'21"E, a distance of 33.09 feet to a point of a curve; thence along the arc of a curve concave to the Northwest having a central angle of 55°21'45", a radius of 115.00 feet, an arc length of 111.12 feet and a chord that bears N07°04'29"E, a distance of 106.85 feet; thence departing said curve N66°08'02"E, a distance of 50.32 feet to the POINT OF BEGINNING, containing 0.66 Acres more or less.

Basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.

BOOK 4654 PAGE 469

THIRD STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Talley Corporation, a Colorado corporation ("Declarant") has heretofore executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 31, 1985, in Book 4503 at Page 543-585, in the records of the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration permits the annexation of additional land thereto by the Declarant until that date which is fifteen (15) years after the date on which the Declaration was recorded, subject to a determination by the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration that the Annexation is in accord with the general plan heretofore approved by them, which annexation shall be effected, if at all, by recording a Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and

WHEREAS, the Declarant intends to annex to this Declaration real property including the Condominium Units described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Veterans Administration has determined, as evidenced hereon, that this Third Statement of Intention to Annex Additional Land is in accord with the general plan heretofore approved by it.

NOW, THEREFORE, effective upon the recording of this Third Statement of Intention to Annex Additional Land in the Office of the Clerk and Recorder of Arapahoe County, Colorado pursuant to the Declaration, the undersigned Declarant hereby affirms its intention to annex the real property described in Exhibit A attached hereto and incorporated herein by this reference, including the Condominium Units located thereon, and declares that each of the Condominium Units shall be and constitute a "Condominium Unit" as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes as provided in Article III of the Declaration.



VETERANS ADMINISTRATION APPROVAL

Having determined that this Third Annexation of Additional Land to Master Declaration of Covenants, Conditions and Restrictions for Riverwalk Recreation Association is in accord with the general plan heretofore approved by the Veterans Administration, said Veterans Administration hereby approves and consents to said Third Annexation of Additional Land.

IN WITNESS WHEREOF, the said Veterans Administration has caused its name to be hereunto subscribed by its authorized representative this 4<sup>th</sup> day of Dec., 1985.

VETERANS ADMINISTRATION

By [Signature]

Title Agent

STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Dec., 1985, by Robert A. Mann as Agent of the Veterans Administration.

WITNESS my hand and official seal.

My commission expires: 7-26-87

Notary Address: VA Regional Office  
44 Union Boulevard  
Box 25126  
Denver, CO 80226

[Signature]  
Notary Public



## EXHIBIT A

PHASE 2, RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West centerline of said Section 17, said centerline also being the South Boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION" a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 323.60 feet to the Easterly boundary line of "Parcel B", Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION"; thence along the Easterly boundary line of said "Parcel B" the following fourteen (14) courses: 1) thence N03°45'34"E, a distance of 371.82 feet; 2) thence N16°29'04"E, a distance of 102.20 feet; 3) thence N09°52'53"W, a distance of 157.33 feet; 4) thence N01°49'19"W, a distance of 59.72 feet; 5) thence N43°32'26"E, a distance of 76.62 feet; 6) thence N33°30'00"W, a distance of 80.50 feet; 7) thence N01°12'10"E, a distance of 122.95 feet; 8) thence N52°30'00"E, a distance of 62.01 feet; 9) thence N07°30'00"E, a distance of 141.99 feet; 10) thence N11°58'20"E, a distance of 136.02 feet; 11) thence N52°30'00"E, a distance of 63.00 feet; 12) thence S87°00'06"E, a distance of 66.12 feet; 13) thence N03°29'44"W, a distance of 153.89 feet; 14) thence N03°30'18"E, a distance of 359.10 feet to the POINT OF BEGINNING; thence continuing along said Easterly boundary line N58°28'40"E, a distance of 175.97 feet; thence S46°13'55"E, a distance of 54.88 feet; thence departing said Easterly boundary line S46°13'55"E, a distance of 48.74 feet to a point on a curve; thence along the arc of a curve concave to the Southeast, having a central angle of 49°48'31", a radius of 55.00 feet, an arc length of 47.81 feet, and whose chord bears S07°38'04"W, a distance of 46.32 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest, having a central angle of 67°35'10", a radius of 14.50 feet, an arc length of 17.10 feet, and whose chord bears S16°51'24"W, a distance of 16.13 feet to a point of tangent; thence along said tangent S50°38'58"W, a distance of 74.92 feet to a point of curve, thence along the arc of a curve concave to the Southeast, having a central angle of 22°57'05", a radius of 135.00 feet, an arc length of 114.19 feet, and whose chord bears S19°10'26"W, a distance of 133.30 feet; thence N59°44'06"W, a distance of 66.30 feet; thence N05°13'14"W, a distance of 159.06 feet to the POINT OF BEGINNING, containing 0.86 Acres more or less.

Basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.

FOURTH STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Talley Corporation, a Colorado corporation ("Declarant") has heretofore executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 31, 1953, in Book 4503 at Page 343-383, in the records of the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration permits the annexation of additional land thereto by the Declarant until that date which is fifteen (15) years after the date on which the Declaration was recorded, subject to a determination by the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration that the Annexation is in accord with the general plan heretofore approved by them, which annexation shall be effected, if at all, by recording a Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and

WHEREAS, the Declarant intends to annex to this Declaration real property including the Condominium Units described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Veterans Administration has determined, as evidenced hereon, that this Fourth Statement of Intention to Annex Additional Land is in accord with the general plan heretofore approved by it.

NOW, THEREFORE, effective upon the recording of this Fourth Statement of Intention to Annex Additional Land in the Office of the Clerk and Recorder of Arapahoe County, Colorado pursuant to the Declaration, the undersigned Declarant hereby affirms its intention to annex the real property described in Exhibit A attached hereto and incorporated herein by this reference, including the Condominium Units located thereon, and declares that each of the Condominium Units shall be and constitute a "Condominium Unit" as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes as provided in Article III of the Declaration.







## EXHIBIT A

PHASE 1, RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the East half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence  $N89^{\circ}44'00''E$ , along the East-West center line of said Section 17, said centerline also being the South boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL" Subdivision a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 1007.66 feet to the West boundary line of Parcel "C" Block 4, Lot 1 of said "CENTENNIAL" Subdivision; thence along the West boundary line of said Parcel "C" the following five (5) courses: 1)  $N61^{\circ}24'00''E$ , a distance of 149.82 feet; 2)  $N11^{\circ}25'11''E$ , a distance of 303.62 feet; 3)  $N36^{\circ}54'47''E$ , a distance of 305.81 feet; 4)  $N48^{\circ}29'49''E$ , a distance of 8.00 feet to the POINT OF BEGINNING; 5) continuing  $S48^{\circ}29'49''W$ , a distance of 174.17 feet; thence  $N48^{\circ}40'43''W$ , a distance of 112.05 feet; thence  $S53^{\circ}06'32''W$ , a distance of 15.66 feet; thence  $N30^{\circ}44'01''W$ , a distance of 19.00 feet to a point on a curve; thence along the arc of said curve to the right, having a chord bearing of  $N85^{\circ}32'39''W$ , a central angle of  $70^{\circ}22'43''$ , a radius of 54.00 feet and an arc length of 66.33 feet; thence  $S33^{\circ}26'47''W$ , a distance of 123.80 feet; thence  $S47^{\circ}20'47''E$ , a distance of 144.44 feet to the POINT OF BEGINNING; containing 26,357 square feet, or 0.6051 acres, more or less.

Basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being  $S89^{\circ}40'57''W$ .

FIFTH STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Talley Corporation, a Colorado corporation ("Talley") has heretofore executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 31, 1985, in Book 4503 at Page 543-585, in the records of the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration"); and

WHEREAS, Article IX, Section 4 of the Declaration permits the annexation of additional land thereto by the Declarant until that date which is fifteen (15) years after the date on which the Declaration was recorded, subject to a determination by the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration that the Annexation is in accord with the general plan heretofore approved by them, which annexation shall be effected, if at all, by recording a Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and

WHEREAS, the Declarant intends to annex to this Declaration real property including the Condominium Units described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Veterans Administration has determined, as evidenced hereon, that this Fifth Statement of Intention to Annex Additional Land is in accord with the general plan heretofore approved by it.

NOW, THEREFORE, effective upon the recording of this Fifth Statement of Intention to Annex Additional Land in the Office of the Clerk and Recorder of Arapahoe County, Colorado pursuant to the Declaration, the undersigned Declarant hereby affirms its intention to annex the real property described in Exhibit A attached hereto and incorporated herein by this reference, including the Condominium Units located thereon, and declares that each of the Condominium Units shall be and constitute a "Condominium Unit" as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes as provided in Article III of the Declaration.

Further, upon recording of the supplemental Condominium Map in the Office of the Clerk and Recorder of Arapahoe County, Colorado pertaining to the property described in Exhibit A including the Condominium Units thereon the same shall be annexed for all purposes to this Declaration.

TALLEY CORPORATION,  
a Colorado corporation



By Robert Lee Dember  
President

ATTEST

By David L. Cavender  
Asst. Secretary

STATE OF COLORADO }  
COUNTY OF Arapahoe } ss

The foregoing instrument was acknowledged before me this 28 day of January, 1987 by Robert Lee Dember as President of TALLEY CORPORATION, and David L. Cavender as Asst. Secretary of TALLEY CORPORATION, A Colorado Corporation.

WITNESS my hand and official seal.

My commission expires: Oct. 10, 1987  
Notary address: 5534 S. Parker  
Littleton, CO 80120

Julie D. Dember  
Notary Public



VETERANS ADMINISTRATION APPROVAL

Having determined that this Fifth Annexation of Additional Land to Master Declaration of Covenants, Conditions and Restrictions for Riverwalk Recreation Association is in accord with the general plan heretofore approved by the Veterans Administration, said Veterans Administration hereby approves and consents to said Fifth Annexation of Additional Land.

IN WITNESS WHEREOF, the said Veterans Administration has caused its name to be hereunto subscribed by its authorized representative this 30th day of Mar., 1987.

VETERANS ADMINISTRATION

By Joe Reno  
Title Agent

STATE OF COLORADO }  
COUNTY OF DENVER } ss

The foregoing instrument was acknowledged before me this 30th day of Mar., 1987, by JOE RENO as AGENT of the Veterans Administration.

WITNESS my hand and official seal.  
My commission expires: 9/26/87  
Notary Address: Construction and Valuation (202)  
VA Regional Office  
44 Union Boulevard  
Box 25126  
Denver CO 80225

(SEAL)

Jeri Kolesnek  
Notary Public



## EXHIBIT A

TO

FIFTH STATEMENT OF INTENTION TO  
ANNEX ADDITIONAL LAND TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVERWALK RECREATION ASSOCIATION

PHASE 1, RIVERWALK RECREATION ASSOCIATION

A parcel of land located in the east half of Section 17, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Center one-quarter corner of said Section 17; thence N89°44'00"E, along the East-West center line of said Section 17, said center line also being the South boundary line of "CENTENNIAL" Subdivision and the South boundary line of Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION" a plat on file and recorded in Book 78 at Pages 46 and 47 in the office of the Arapahoe County Clerk and Recorder, a distance of 1007.66 feet to the West boundary line of Parcel "C" Block 4, Lot 1 of said "CENTENNIAL SUBDIVISION"; thence along the West boundary line of said Parcel "C" the following seven (7) courses: 1) N61°24'00"E, a distance of 149.82 feet; 2) N11°25'11"E, a distance of 303.62 feet; 3) N36°54'47"E, a distance of 305.81 feet; 4) N48°29'49"E, a distance of 255.03 feet; 5) N10°30'45"E, a distance of 98.66 feet; 6) N38°36'08"W, a distance of 310.94 feet; 7) N28°25'16"W, a distance of 132.58 feet to the POINT OF BEGINNING; thence departing the West boundary line of said "Parcel C" S64°04'58"W, a distance of 76.12 feet; thence N88°43'56"W, a distance of 19.69 feet; thence N14°16'11"W, a distance of 3.42 feet to a point of a curve; thence along the arc of a curve concave to the Southwest having a central angle of 110°10'04", a radius of 44.00 feet, an arc length of 84.60 feet, and whose chord bears N69°21'13"W, a distance of 72.16 feet; thence N43°39'50"W, a distance of 105.94 feet to a point on a curve; thence along the arc of a curve concave to the Southeast having a central angle of 04°18'54", a radius of 265.00 feet, an arc length of 19.96 feet, and whose chord bears N48°29'31"E, a distance of 19.95 feet to a point of tangent; thence along said tangent N50°38'58"E, a distance of 8.39 feet to a point of a curve; thence along the arc of a curve concave to the Southeast having a central angle of 26°12'59", a radius of 75.61 feet, an arc length of 34.60 feet, and whose chord bears N63°45'28"E, a distance of 34.30 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest having a central angle of 70°28'34", a radius of 57.04

feet, an arc length of 70.16 feet, and whose chord bears N41°37'41"E, a distance of 65.82 feet to a point of reverse curve; thence along the arc of a curve concave to the Southeast having a central angle of 62°55'54", a radius of 14.50 feet, an arc length of 15.93 feet, and whose chord bears N37°51'21"E, a distance of 15.14 feet to a point of reverse curve; thence along the arc of a curve concave to the Northwest having a central angle of 14°39'24", a radius of 55.00 feet, an arc length of 14.07 feet, and whose chord bears N61°59'36"E, a distance of 14.03 feet; thence S46°13'55"E, a distance of 30.62 feet to a point on the Westerly line of Parcel "C" Lot 1, Block 4 as shown on said "CENTENNIAL" plat; thence along said Westerly line of Parcel "C" S46°13'55"E, a distance of 20.85 feet; thence S28°25'16"E, a distance of 157.37 feet to the POINT OF BEGINNING, containing 0.56 Acres more or less.

Basis of Bearings is the North line of the Northwest quarter of the Northeast quarter of said Section 17 being S89°40'57"W.