

After Recording, Please Return To:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.

950 17th Street, Suite 1600

Denver, Colorado 80202

Attn: Kimberly Martin

(Space Above For Recorder's Use)

**DECLARATION OF
MASTER DESIGN REVIEW COVENANTS AND USE RESTRICTIONS
FOR
PRAIRIE CENTER RESIDENTIAL**

**DECLARATION OF
MASTER DESIGN REVIEW COVENANTS AND USE RESTRICTIONS
FOR
PRAIRIE CENTER RESIDENTIAL**

THIS DECLARATION OF MASTER DESIGN REVIEW COVENANTS AND USE RESTRICTIONS FOR PRAIRIE CENTER RESIDENTIAL is made as of May 7, 2018, to be effective and binding upon the Property from and after the Effective Date, by GKT Brighton Residential Development, L.L.C., a Missouri limited liability company, as the Declarant.

**ARTICLE 1
RECITALS**

1.1 Defined Terms. Defined terms that are utilized in this Declaration have the meanings set forth in Exhibit C, incorporated herein and made a substantive part of this Declaration.

1.2 Property. Declarant is the owner in fee simple of the Land, which Land is located in the City of Brighton, County of Adams, State of Colorado, and is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

1.3 General Purpose. Declarant desires to subject the Property to the covenants, conditions and restrictions set forth in this Declaration to establish architectural and design standards and use restrictions governing development and use of the Property and provide a means to enforce such standards and restrictions.

1.4 Non-Applicability of CCIOA. The general assembly of the State of Colorado has enacted CCIOA, which pertains to the creation and operation of common interest communities. CCIOA defines common interest community as an arrangement which obligates a person, by virtue of such person's ownership of a certain property (a "unit" as defined in CCIOA), to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a recorded instrument that imposes such obligation (a "declaration" as defined in CCIOA). By the imposition and recordation of this Declaration, Declarant expressly intends that Recording of this Declaration does not, and no provision of this Declaration will be construed to:

(a) obligate any person, by virtue of such person's ownership of any portion of the Property, to pay for real estate taxes, insurance premiums, maintenance, or improvement of other portions of the Land or the Property as described in this Declaration;

(b) create a common interest community as CCIOA defines the term "common interest community;"

(c) constitute the Recording of a declaration as CCIOA defines the term "declaration;" or

(d) result in this Declaration, the Design Review Committee, the Land or the Property to be subject to CCIOA or required to comply with any provision of CCIOA.

ARTICLE 2
DECLARATION

From and after the Effective Date, Declarant hereby declares that the Property will be owned, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to this Declaration, and this Declaration will: (a) run with title to the Land at law; (b) bind all persons and entities having or acquiring any interest in the Property or any part thereof; (c) inure to the benefit of and be binding upon every part of the Land and every interest therein; (d) inure to the benefit of, be binding upon the Property and each Owner; and (e) be enforceable by Declarant and the Design Review Committee. Notwithstanding the fact that Declarant is the owner of all of the Property as of the date of this Declaration, Declarant does not intend for such ownership to result in, and such ownership will not result in, the merger and/or termination of any of the covenants, conditions or restrictions created by this Declaration.

ARTICLE 3
DESIGN REVIEW COMMITTEE

3.1 The Design Review Committee; Appointment. The Design Review Committee will be comprised of not less than three, and not more than five, Design Review Committee Representatives. Each Design Review Committee Representative will be a natural person who is eighteen years of age or older. During the Declarant Control Period, Declarant will appoint each of the Design Review Committee Representatives. After expiration of the Declarant Control Period, the successor to Declarant under this Declaration pursuant to Section 9.1 will appoint the Design Review Committee Representatives as the terms of the Declarant-appointed Design Review Committee Representatives expire.

3.2 Term. The Declarant will appoint the initial Design Review Committee Representatives, and the initial terms of such Design Review Committee Representatives will be as follows: (a) one Design Review Committee Representatives will be appointed to a 3-year term; (b) one Design Review Committee Representatives will be appointed to a 2-year term; and (c) one Design Review Committee Representative will be appointed to a 1-year term. After expiration of the initial terms of the Design Review Committee Representatives, the regular term of office for each Design Review Committee Representative will be three years.

3.3 Removal. During the Declarant Control Period, the Declarant may remove any Design Review Committee Representative who the Declarant appointed, with or without cause, at any time, and thereafter the Declarant will, within a reasonable time, appoint a successor to serve the remainder of the removed Design Review Committee Representative's term. After expiration of the Declarant Control Period, Design Review Committee Representatives may be removed by the successor to Declarant under this Declaration pursuant to Section 9.1; provided, however, that no Design Review Committee Representative appointed by the Declarant during the Declarant Control Period may be removed by such successor prior to the expiration of such Design Review Committee Representative's term.

3.4 Officers. The Design Review Committee Representatives will select a president of the Design Review Committee from among the Design Review Committee Representatives. The president will be the presiding officer of the Design Review Committee's meetings. In the

absence of the president from a meeting, the Design Review Committee Representatives present will appoint a member to serve as acting president at such meeting. The Design Review Committee may appoint other officers as the Design Review Committee, in its discretion, deems necessary. The officers of the Design Review Committee will be chosen from among the Design Review Committee Representatives, and a single Design Review Committee Representative may hold multiple offices. Meetings will be held upon call of the president or any two Design Review Committee Representatives. Meetings will be held by telephonic or electronic means, or in such location as will from time to time be set by the Design Review Committee.

3.5 Out-Of-Pocket Expenses. Every Design Review Committee Representative will be entitled to reimbursement for customary and reasonable out-of-pocket expenses incurred in connection with such Design Review Committee Representative's services under this Declaration. The Applicant as to whose Application such expenses were incurred will promptly pay such expenses.

3.6 Voting; Quorum. The affirmative vote of three Design Review Committee Representatives will constitute the action of the Design Review Committee on any matter. At least three Design Review Committee Representatives must be present in person at any meeting of the Design Review Committee to constitute a quorum, but in the absence of a quorum a single Design Review Committee Representative may adjourn and continue any meeting to a later time or date.

ARTICLE 4 DESIGN CONTROL

4.1 Submittal and Approval of Applications. Prior to commencing any Development on a Site, the Owner of such Site will submit or cause to be submitted an Application for such proposed Development in the form and content prescribed by the Design Guidelines. The Design Review Committee will review the Application for compliance with the requirements of this Declaration and the Design Guidelines and may approve, with or without Approval Conditions, or deny the Application. No Development will take place on any Site until the Design Review Committee has, pursuant to the Design Guidelines and this Article 4, approved such Application and issued an Approval Certificate, with or without Approval Conditions, evidencing such Design Review Committee approval. If the City's approval of the proposed Development is required pursuant to the PUD Document or any ordinances, resolutions or regulations of the City, the Applicant will not submit applications to the City until the Design Review Committee has issued an Approval Certificate for the proposed Development.

4.2 Consultants. The Design Review Committee is authorized to retain the services of one or more architects, landscape architects, land planners, designers, engineers and other persons as reasonably deemed necessary or convenient by the Design Review Committee in order to advise and assist the Design Review Committee in performing its functions under this Article 4. The Applicant as to whose Application such services are requested by the Design Review Committee will promptly pay the fees and other charges of such consultants' services.

4.3 Schedule of Fees and Deposits. The Design Review Committee will establish and provide to Applicants from time to time a current schedule of fees and other charges for the

review and processing of Applications. The failure to provide any Applicant with such schedule will not limit the obligation of the Applicant to pay the fees and other charges imposed by the Design Review Committee, including fees and other charges of consultants in connection with the review and processing of such Application pursuant to this Article 4. As a condition precedent to the review and processing of any Application, the Design Review Committee may require from the Applicant: (a) an advance deposit to be applied toward the fees and other charges reasonably estimated by the Design Review Committee to be incurred for the review and processing of such Application; and (b) a reasonable security deposit to secure performance by the Applicant of the terms of this Article 4, including, without limitation, Section 4.11.

4.4 Design Guidelines. Contemporaneously with causing the Recording of this Declaration, the Declarant has promulgated the Design Guidelines. The Design Review Committee will adopt and enforce the Design Guidelines, and may amend the same from time to time so long as they remain consistent with the PUD Document and this Declaration. Without limitation, the Design Guidelines may establish: (a) separate design themes, standards, requirements and regulations for any Site or group of Sites; (b) separate lighting and landscape themes, standards, requirements and regulations for any Site or group of Sites; (c) specific and individualized design, lighting, landscaping and architectural standards for Development proposed on any Site; (d) Site Plan standards for Development proposed on any Site; (e) standards and rules governing and addressed to the matters within the scope of review of the Design Review Committee pursuant to Section 4.7; (f) general construction procedures regarding construction activities on the Property; (g) regulations concerning requirements for snow storage, snow removal, trash storage, trash removal and general maintenance; (h) the procedures to be followed and the materials to be submitted as part of an Application for proposed Development on any Site; and (i) such other matters reasonably related to the foregoing as the Design Review Committee may determine necessary or desirable from time to time.

4.5 Review Process. Provided the same will be consistent with this Declaration, the process for Design Review Committee review of all Applications will be as set forth in the Design Guidelines and any other supplemental document the Design Review Committee adopts for such purpose.

4.6 Review Standards. All Development on any Site and all decisions of the Design Review Committee with respect to any Application will comply with, as the same are then in effect, this Declaration, the PUD Document and the Design Guidelines.

4.7 Scope of Review. Subject to Section 4.9, all aspects of the proposed Development to be undertaken on a Site will be within the Design Review Committee's scope of review, including but not limited to: (i) size; (ii) bulk; (iii) fenestration and articulation of exterior facades; (iv) the type, style, size, configuration and power of exterior lighting fixtures; (v) means of ingress and egress and vehicular access to and between Sites; (vi) curb cuts; (vii) traffic patterns; (viii) drives and drive lanes; (ix) the color, quality, type and texture of exterior construction materials; (x) location, orientation and configuration of any Buildings on a Site; (xi) compatibility and harmony with the topographical features of the surrounding land; (xii) compatibility and harmony with the architectural features of surrounding Buildings; (xiii) consistency with the general design theme and related criteria for the Site; (xiv) consistency with other Development on the same Site and on Sites adjacent or proximate to such Site; (xv) site development and site

preparation; (xvi) location of parking; (xvii) landscaping (including location of plant materials); (xviii) use of passive solar design, solar panels and other renewable energy components; (xix) protection of viewsheds; (xx) availability of snow storage; (xxi) provisions for storm water drainage and retention and the prevention of erosion; (xxii) plant material selection; (xxiii) irrigation; (xxiv) mechanical trash dumpster and service area screening; (xxv) signage; (xxvi) exterior furnishings; (xxvii) irrigation systems; (xxviii) any other improvements or modifications of any kind or nature to any portion of the Site and any the Buildings, Infrastructure, Renewable Energy Improvements or other improvements comprising the Property, including any demolition of such Property, that are located or to be located on or within the Site and which affect the exterior appearance thereof; (xxix) the establishment or change of any use within the Property; and (xxx) any other matters addressed in the Design Guidelines.

4.8 Variations. The Design Review Committee may, without obligation to do so, authorize variances from full compliance with any provisions of the Design Guidelines or the requirements of this Declaration when circumstances so warrant in the Design Review Committee's sole and exclusive judgment. Such variances must be evidenced in writing and must be signed by at least a majority of the Design Review Committee Representatives. If a variance is granted, and provided the Applicant complies with all terms of the variance, no violation of this Declaration or the Design Guidelines, as applicable, will be deemed to have occurred with respect to the specific matter for which the variance was granted. The granting of such a variance will not operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular Site and the specific scope of the variance in the instance covered by the variance.

4.9 Exclusion from Scope of Review. Alterations or modifications to the Buildings, Infrastructure, Renewable Energy Improvements or other improvements comprising the Property that are completely within, that do not change the exterior appearance, and are not visible from the outside of such Property are not within the Design Review Committee's scope of review and may be undertaken without Design Review Committee approval. The Design Review Committee may additionally, from time to time, narrow or expand the scope of review otherwise authorized pursuant to Section 4.7 (whether as applied to the Property as a whole or as applied to any Site or group of Sites) by so providing in the Design Guidelines.

4.10 Estoppel Certificates. The Design Review Committee will, upon the reasonable request of any interested party and after confirming any necessary facts and receipt of any reasonable fee imposed by the Design Review Committee, furnish a certificate with respect to the approval or disapproval of any Application for Development on a Site or the status thereof. Such certificate will address whether a given Application was approved, approved with conditions denied or is still pending. Any person or entity, without actual notice to the contrary, will be entitled to rely on said certificate with respect to all matters set forth therein.

4.11 Construction Activity Mitigation. In addition to any other Approval Conditions and related limitations the Design Review Committee may impose, the Design Review Committee will require that during any construction period all construction activity will comply with the Design Guidelines, applicable City regulations, and the Design Review Committee's reasonable requirements as to: (a) dust control; (b) screening of construction activity and storage areas,

including temporary waste disposal areas; (c) construction traffic patterns; (d) keeping adjacent drive lanes, roadways and property free of dirt and other construction debris; (e) maintaining access to and from adjoining portions of the Property; (f) maintenance; (g) noise; (h) any hazardous materials transportation, handling or disposal; and (i) placement and maintenance of temporary construction trailers; provided, however, that nothing herein will deny to any Owner the right to use such Owner's Site for the temporary storage of construction equipment and materials during the continuance of construction activity, subject to reasonable requirements established by the Design Review Committee pursuant to this Section 4.11.

4.12 Monitoring. The Design Review Committee or its designated representative may monitor and conduct on-site inspections of any Development on a Site to the extent required to determine that the work complies with this Declaration, the Design Guidelines and any applicable approvals, conditions or construction procedures issued, imposed or prescribed by the Design Review Committee. The Design Review Committee or its designated representatives may enter upon any Site at any reasonable time, for the purpose of observing the progress, status or completion of any Development.

ARTICLE 5 USE RESTRICTIONS

5.1 Residential and Business Uses.

(a) Residential Use. Except as set forth in this Section 5.1, each Site will be used only for one Residence and related purposes consistent with this Article 5.

(b) Conduct of Business Activities. No business or trade, may be conducted in or from any Site, except that an Owner or occupant residing in a Residence on a Site may conduct business activities within such Residence so long as: (i) the existence or operation of the business activities is not apparent or detectable by sight, sound or smell from outside the Residence; (ii) the business activity conforms to all applicable zoning and other legal requirements; (iii) the business activity does not involve regular visitation to the Residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of Declarant. Notwithstanding any provision of this Section 5.1(b) to the contrary, an in-home day care business may be conducted on a Site with the written consent of the Design Review Committee and pursuant to the Rules.

(c) Business or Trade. The terms "business" and "trade," as used in this provision, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

(d) Exceptions. Notwithstanding the above, the leasing of a Residence, and the management of such Residence as rental property will not be considered a business or trade within the meaning of this Section 5.1.

5.2 Leasing of Sites or Residences. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Residence and associated Site by any person or persons (but not more than one familial group) other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a rent, fee, service or gratuity. All such leases must (i) be in writing; (ii) be specifically subject to this Declaration, the Design Guidelines and the Rules; and (iii) be effective for a term of no less than six months. Any failure of a lessee to comply therewith will be a default under the lease. The Owner will be liable for any violation of this Declaration, the Design Guidelines or the Rules committed by such Owner's tenant or lessee, without prejudice to such Owner's right to collect any sums paid for the tenant or lessee. The Owner must make available to the lessee copies of this Declaration, the Design Guidelines and the Rules.

5.3 Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, quarrying or mining operations of any kind will be permitted on the surface of the Land to a depth of 500 feet below the surface of the Land; provided, however, the foregoing will not affect the rights of any person who acquired any interest in water, oil, gas or other minerals appurtenant to the Land prior to the Effective Date.

5.4 Unightly or Unkempt Conditions. All portions of a Site outside of enclosed structures will be kept in a clean and tidy condition at all times. Nothing will be done, maintained, stored or kept outside of enclosed structures on a Site which, in the determination of the Design Review Committee and pursuant to the Design Guidelines and/or Rules, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Any improvements, equipment or other items which may be permitted to be erected or placed on a Site will be kept in a neat, clean and attractive condition and will promptly be removed upon written demand of the Design Review Committee when, in the judgment of the Design Review Committee and pursuant to the Design Guidelines and/or the Rules, they have become dilapidated or have otherwise fallen into disrepair. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions is prohibited, unless either conducted entirely within an enclosed garage or, if conducted outside, begun and completed within 12 hours, and not done on a regular or frequent basis. No Owner or Third Party will dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, irrigation ditch, pond or elsewhere on the Property, except that fertilizers may be applied to landscaping on Sites provided care is taken to minimize runoff and such application complies with applicable law.

(a) Quiet Enjoyment. Nothing will be done or maintained on any part of a Site that emits foul or obnoxious odors outside the Site or creates noise or other conditions that tend to disturb the peace, quiet, safety, comfort or serenity of the Owners (or tenants or lessees) of other Sites. In addition, no noxious or offensive activity will be carried on upon any Site nor will anything be done or placed on any Site that is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others. As used herein, the term "noxious or

offensive activity” will not include any activities that are reasonably necessary in connection with undertaking any Development on a Site so long as such activities do not violate the statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto, comply with the Design Guidelines, the Rules and any conditions of the Approval Certificate, and do not unreasonably interfere with the permitted use of another Site or with any ingress and egress to and from any Site.

5.5 Prohibited Conditions. The following conditions, structures and activities are prohibited on the Property:

(a) Antennas. No exterior antennas of any kind, including, without limitation, satellite dishes, will be permitted except with the approval of the Design Review Committee, which approval may be granted in blanket form by the Design Guidelines or the Rules with respect to particular types of antennas or satellite dishes.

(b) Tree Removal. No live trees or live shrubs will be removed except as approved by the Design Review Committee in accordance with Article 4; dead plants may be removed without Design Review Committee approval.

(c) Air-Conditioning Units. Window air-conditioning units and evaporative (swamp) coolers are prohibited.

(d) Lighting. No light will be emitted from any Site which is unreasonably bright or causes unreasonable glare or shines directly onto an adjacent Site. Without limiting the foregoing, all exterior lighting visible from the street will not be permitted except as approved by the Design Review Committee in accordance with this Declaration, the Design Guidelines and the Rules, provided, however, that (i) there will be no exterior floodlights, searchlights, spotlights, sodium vapor lights or so-called barnyard lights; and (ii) any exterior lighting approved by the Design Review Committee must be “cutoff” fixtures directed to eliminate glare to neighboring properties. Reasonable seasonal decorative lights may be displayed during the holiday season, subject to the Design Guidelines and the Rules.

(e) Artificial Vegetation, Exterior Sculpture and Similar Items. Except with the approval of the Design Review Committee, which approval may be granted in blanket form by the Design Guidelines or the Rules, no artificial vegetation or similar items will be permitted outside of any structure on a Site where visible from a public or private street or public trail, including, without limitation, lawn ornaments or statues.

(f) Signs. To the fullest extent permitted by applicable law, no sign of any kind, including, without limitation, banners or similar items advertising or providing directional information, will be erected on the Property without the approval of the Design Review Committee in accordance with this Declaration, the Design Guidelines and the Rules, except entry and directional signs installed by Declarant and except for one sign, not to exceed two feet by three feet in dimension, which may be used in connection with the sale of the Site; provided, however, that if permission is granted to any person to erect a sign on the Property, the Design Review Committee may restrict the size, color, lettering, placement and length of time for display of such sign.

(g) Utility Lines. No overhead utility lines, including lines for cable television, will be permitted, except for temporary lines as required during construction and lines installed by or at the written request of Declarant.

(h) Doors and Windows. No “burglar bars,” steel or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, will be installed on the exterior of any windows or doors of any Residence or other Building.

(i) Animals and Pets. Except as may be approved by the Design Review Committee pursuant to the Rules, no animals, livestock, bees or poultry of any kind, including, without limitation, horses, cows and sheep, will be raised, bred, boarded, kept or grazed on any portion of the Property, except that a reasonable number of dogs, cats or other usual and common household pets, which are bona fide household pets, or any combination of the foregoing not exceeding a reasonable aggregate number, may be kept on a Site, subject to the Rules and in accordance with applicable law. No pets will be kept, bred or maintained on the Property for any commercial purpose. All dogs must be kept on-leash while off of the Owner’s Site, except for in any areas that may be designated from time to time by the Design Review Committee as off-leash areas.

(j) Garages; Parking and Prohibited Vehicles.

(i) Garages; Parking. Any enclosed garage on a Site must be used for vehicular parking and not for storage of personal property in a manner that prohibits vehicular parking. Vehicles will be parked only in the garages, in the driveways servicing the Sites or in appropriate spaces or areas within a Site as may be approved by the Design Review Committee from time to time, in that order of priority. Garage doors will remain closed when not in use for ingress or egress of vehicles or persons. The Design Guidelines and/or the Rules may include additional restrictions and conditions pertaining to vehicles and parking within the Property not inconsistent with this Declaration.

(ii) Prohibited Vehicles. To the fullest extent permitted by applicable law, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers may not be kept on the Property, except in enclosed garages. Stored vehicles and vehicles which are inoperable or do not have current operating licenses will not be permitted on the Property except within enclosed garages. For purposes of this Section 5.5(j)(ii), a vehicle will be considered “stored” if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seven consecutive days without the prior written approval of the Design Review Committee. Notwithstanding the foregoing, (i) service, construction and delivery vehicles may be parked on the Property for such periods of time as are reasonably necessary to provide services or to make deliveries to the Property; and (ii) mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers may be parked on the Property as reasonably

necessary, not to exceed 24 hours, to prepare such vehicles for use. Any vehicle parked in violation of this Section 5.5(j)(ii) or the Rules may be towed at the direction of the Design Review Committee and at the expense of the Owner of the affected Site.

(k) Fencing. Declarant and/or the Prairie Center Districts may construct entryways, fences, fence pillars or walls on any portion of the Property owned by Declarant or the applicable Prairie Center District, respectively. No other Owners will construct, modify, replace, paint or obstruct any fence, fence pillars or walls except in accordance with Article 4 and the Design Guidelines. For purposes of this section, hedges will be considered to be the same as fences and subject to the same restrictions. (The term "wall" as used in this section will mean walls which are free-standing and intended to enclose the areas outside a structure.) Material for containment of any pets permitted by this Declaration may be added to perimeter fencing in accordance with Article 4 and the Design Guidelines.

(l) Bodies of Water. Use of all ponds, canals and ditches on the Property (collectively, "Water Body Areas") will be as limited by and as set forth in the Rules. The Water Body Areas are expected to generate an unpredictable amount of visible and audible impacts and disturbances from certain activities related thereto, including without limitation, (i) movement and operation of operations and maintenance vehicles and equipment over adjacent streets and over, around and through the Water Body Areas; and (ii) activities relating to the construction, operation and maintenance of the Water Body Areas (collectively, the "Water Body Activities"). The Water Body Activities may occur during daytime and nighttime, and Declarant does not have control over certain of the Water Body Activities. Without limiting the generality of the foregoing, the Water Body Areas are owned, maintained and operated by the Prairie Center District(s) or Third Parties, including, without limitation, the Brighton Lateral Ditch Company and the New Brighton Lateral Ditch Company, and neither the Declarant nor the Prairie Center Districts will be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any of the Water Body Areas. Each Owner will be responsible for, and will indemnify Declarant and the Prairie Center Districts against any liability, loss, costs or expenses, including attorneys' fees, relating to any injury to person or property arising out of any authorized or unauthorized use of any of the Water Body Areas by such indemnifying Owner or such indemnifying Owner's tenants, permittees or invitees.

(m) Landscaping. Within nine months after Recording of the first instrument conveying a Site to an Owner (other than from Declarant to the initial homebuilder Owner(s)), or within such longer period as may be approved in writing by the Design Review Committee, such Owner will install and maintain landscaping on the Site in a neat and attractive condition (and all landscaping on an Owner's Site will be maintained by such Owner in good condition) in accordance with this Section 5.5(m), the Design Guidelines and the Rules. To the extent that any such landscaping is installed by Declarant or a prior Owner, the Owner's responsibility for maintenance will commence immediately upon taking title to its Site, or immediately upon installation, in the event such landscaping is installed after such Owner takes title to its Site. Required maintenance will include irrigation and periodically replacing when necessary any trees, plants, grass and other vegetation which may be originally installed by Declarant or a prior Owner on such Site and, as applicable, any tree lawn immediately adjacent to such Site. In the event any Owner fails to install and/or maintain landscaping in conformance with this

Declaration, the Design Guidelines and/or the Rules, or allows the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Design Review Committee, on 30 days' prior written notice to such Owner, will have the right, (i) in accordance with the terms and provisions of this Declaration, to seek any remedies at law or in equity which it may have or to correct such condition, (ii) after reasonable notice, to enter upon such Owner's Site for the purpose of correcting such condition and such Owner will promptly reimburse the Design Review Committee for the cost thereof, or (iii) both of the foregoing. Such cost will be subject to a Reimbursement Assessment and will create a lien enforceable as set forth in Section 7.4. Each Owner is solely responsible for the maintenance, repair and replacement of the sidewalks immediately adjacent to its Site, which responsibility will include, without limitation, snow removal.

(n) Clotheslines. Service areas and facilities for hanging, drying or airing clothes or fabrics will be kept within an enclosed structure.

(o) Firepits. No more than one fire pit will be allowed on each Site and any such fire pit will be gas operated. The design and location of all fire pits on the Property will be subject to approval by Design Review Committee in accordance with the Design Guidelines and/or the Rules. No wood-burning fires will be intentionally caused or created outside of a Residence located on any Site.

(p) Irrigation. Except as approved by the Design Review Committee or provided by the applicable Prairie Center District, no sprinkler or irrigation system of any type which draws upon water from ponds, canals, ditches or other ground or surface waters on the Property will be installed, constructed or operated on the Property. However, Declarant and the Prairie Center Districts will have the right to draw water from such sources for the purpose of irrigating Sites owned by such parties and other purposes consistent with their respective rights and obligations under this Declaration. Except as approved by the Design Review Committee or provided by the applicable Prairie Center District, all sprinkler and irrigation systems serving the Sites will draw upon public water supplies only and will be subject to approval in accordance with Article 4. Private irrigation wells are prohibited on the Sites. All landscape irrigation by an Owner will be limited in amount and frequency to that which is reasonably necessary and appropriate, and will not be allowed to result in flooding, saturation or other adverse effects of, on or to any portion of the Property.

(q) Grading, Drainage and Septic Systems. No person will alter, modify or interfere with the grading and established drainage pattern of any Site without prior approval of the Design Review Committee pursuant to this Declaration and the Design Guidelines. The "established drainage pattern" as used in this Section 5.5(q) means the drainage pattern which exists at the time the overall grading of the applicable portion of the Land is completed by Declarant, a Prairie Center District or homebuilder Owner, and includes any such drainage pattern as on plans, if any, approved by the Design Review Committee. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris will be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains, or materially alter the rate, volume or location of runoff from a Site onto adjacent property. Septic tanks and drain fields, other than those installed by a Prairie Center District or with the approval

of the Design Review Committee in accordance with this Declaration and the Design Guidelines, are prohibited on the Property.

(r) Barns, Storage Sheds, Tents, Mobile Homes and Temporary Structures. Except in accordance with this Declaration, the Design Guidelines and the Rules, and approved by the Design Review Committee, no barn, storage shed, tent, shack, mobile home or other accessory building or any other structure of a temporary nature will be placed upon a Site. This prohibition will not apply to restrict the construction or installation of temporary construction sales trailers or similar temporary structures used in connection with Development and/or sale of Sites by Declarant or the Prairie Center Districts.

(s) Outside Storage. No personal property of any kind or type may be stored on any Site except inside a Residence constructed on such Site or any other improvements (except enclosed garages as indicated in Section 5.5(j)) constructed on a Site that have been approved by the Design Review Committee in accordance with this Declaration and the Rules. This prohibition will not be interpreted to apply to normal and customary patio furniture and barbecue grills.

(t) Hazardous Activities. No hazardous or unsafe activity will be conducted on a Site. Without limiting the generality of the foregoing, the discharge of firearms, fireworks or explosives on the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, soft pellet guns and other firearms of all types, regardless of size.

(u) Restoration. In the event of damage or destruction of any improvements on a Site, the Owner of such Site will, subject to approval of the Design Review Committee in accordance with Article 4, either (i) cause the damaged or destroyed improvements to be restored or replaced to their original condition or such other condition as may be approved by the Design Review Committee; or (ii) cause the damaged or destroyed improvements to be demolished and the Site suitably landscaped so as to present a pleasing and attractive appearance.

5.6 Laws and Ordinances. Every Owner and such Owner's tenants, lessees, permittees and invitees will comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of this Declaration and the Design Review Committee may, but will have no obligation to, take action to enforce such laws, statutes, ordinances and rules.

5.7 Rules. In addition to the foregoing restrictions, conditions and covenants contained in this Article 5 concerning the use of the Property, the Design Review Committee from time to time may promulgate and amend reasonable Rules consistent with this Article 5 for the purposes of, among others, establishing standards and procedures to be followed governing and addressing the matters set forth in this Article 5.

5.8 Consultants. The Design Review Committee is authorized to retain the services of one or more management services companies and other persons as reasonably deemed necessary or convenient by the Design Review Committee in order to advise and assist the Design Review Committee in performing its functions under this Article 5.

ARTICLE 6
ENFORCEMENT

6.1 Compliance by Owners. Each Owner by acceptance of its deed or other instrument of conveyance or assignment (and each tenant, lessee, grantee of an easement or other interest in the Land by or through such Owner) will comply strictly with the provisions of this Declaration, the Design Guidelines and the Rules, and the decisions and resolutions of the Design Review Committee pursuant thereto. Declarant and the Design Review Committee have the right and power to enforce the provisions of this Declaration, including without limitation, Section 4.11, the Design Guidelines and the Rules, and the Design Review Committee's decisions and resolutions pursuant thereto. Declarant and the Design Review Committee may take such actions as are necessary and appropriate to cause such compliance by each Owner (and each tenant, lessee, grantee of an easement or other interest in the Land by or through such Owner), including, without limitation, the imposition of Noncompliance Assessments. Without limiting the generality of the foregoing, Declarant and the Design Review Committee will have the power to enforce the provisions of this Declaration, the Design Guidelines and the Rules, and the decisions and resolutions of the Design Review Committee pursuant thereto, by any action at law or in equity, including without limitation, specific performance and injunction. For the avoidance of doubt, at such time as a Prairie Center District succeeds to the rights and obligations of Declarant pursuant to Section 9.1, such Prairie Center District will also have such power of enforcement to the full extent permitted pursuant to the terms and conditions of the contract and C.R.S. § 32-1-1004(8).

6.2 Costs and Fees of Enforcement. All attorneys' fees and other fees, expenses and costs of enforcing this Declaration, the Design Guidelines and the Rules, and the decisions and resolutions of the Design Review Committee, incurred by Declarant and/or the Design Review Committee (whether or not any suit or action will be commenced and whether or not the same proceeds to judgment) will be assessed as a Reimbursement Assessment against the Site, and the Owner thereof, found to be in violation.

6.3 Cumulative Remedies. All remedies of the Declarant and the Design Review Committee provided herein or at law or in equity will be cumulative and not exclusive. Nothing in this Declaration will be deemed to grant, imply or confirm any right or remedy of enforcement in any individual or entity other than Declarant, the Design Review Committee and, as applicable, any Prairie Center District pursuant to Section 9.1.

6.4 No Waiver. The failure of Declarant or the Design Review Committee to enforce any of the conditions, covenants or restrictions contained in this Declaration will in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants or restrictions contained in this Declaration.

ARTICLE 7
ASSESSMENTS

7.1 Creation of Assessments. Declarant has the authority to levy Assessments in such amounts as the Design Review Committee may authorize from time to time in accordance with this Declaration; provided, however, that all Assessments are and will be subject to the

limitations of Sections 1.4 and 7.5. Each Owner is deemed to covenant and agree to pay the Assessments. As further described below, there will be the following types of Assessments:

(a) Reimbursement Assessments. Declarant, acting through the Design Review Committee, will have the power to levy assessments against any Site and the Owner thereof, or directly against any Third Party, for the following purposes (provided, however, the Owner of the applicable Site will be ultimately responsible for the payment of any such Reimbursement Assessment levied against a Third Party):

(i) To cover the costs incurred by Declarant and/or the Design Review Committee (including attorneys' fees and costs) in bringing the Site, its Owner(s) and/or Third Parties into compliance with the terms of this Declaration, the Design Guidelines, the Rules and/or the decisions and resolutions of the Design Review Committee pursuant thereto.

(ii) To collect late charges and interest pursuant to Section 6.2 and Section 7.3, and attorneys' fees and other costs and expenses incurred by Declarant and/or the Design Review Committee to collect or attempt to collect delinquent Assessments and enforce the provisions of this Declaration, the Design Guidelines, the Rules and/or the decisions and resolutions of the Design Review Committee pursuant thereto.

(iii) To collect any other amounts collectible by Declarant and/or the Design Review Committee as Reimbursement Assessments pursuant to the express terms of this Declaration.

(b) Noncompliance Assessments. Declarant, acting through the Design Review Committee, will have the power to levy and collect Noncompliance Assessments. The Owner of the applicable Site will be ultimately responsible for the payment of any such Noncompliance Assessment levied against a Third Party. Noncompliance Assessments may be levied on a per diem basis not exceeding \$750 per day (which limit may, in the Design Review Committee's discretion, be increased annually by up to 5%) for each day that the violation at issue continues, and/or as a one-time penalty for certain categories of violations in the amount not to exceed \$750 (which limit may, in the Design Review Committee's discretion, be increased annually by up to 5%), in appropriate circumstances as determined by Declarant, acting through the Design Review Committee.

7.2 Owners' Obligations for Assessments. Each Assessment, together with interest, late charges in such amount as the Design Review Committee may establish, costs and reasonable attorneys' fees, will be a charge and continuing lien upon the Site against which the Assessment is made until paid, as more particularly provided in Section 7.4. If a Site is owned jointly by two or more co-Owners, all co-Owners of such Site will be jointly and severally liable to Declarant and the Design Review Committee for the payment of all Assessments levied against such Site. Each such Assessment, together with such interest, late charges, costs and reasonable attorneys' fees, also will be the personal obligation of the Owner or Owners of such Site at the time the Assessment arose. Upon the conveyance of fee simple title to a Site, the grantee (excluding a First Mortgagee who becomes an Owner pursuant to foreclosure of its Mortgage and any

purchaser at a foreclosure sale who becomes an Owner by taking title to such Site) will be liable, jointly and severally, with the grantor for unpaid Assessments against the grantor due prior to the conveyance of such Site.

7.3 Late Charges and Interest. If any Assessment or Design Review Committee-authorized installment of an Assessment is not paid within 30 days after it was due and payable, Declarant, acting through the Design Review Committee, may assess a late charge on the delinquent Assessment or installment in an amount not greater than 10% of the delinquent Assessment or installment in order to cover the extra costs and expenses involved in processing such delinquent Assessment or installment. Such late charge will be assessed by Declarant, acting through the Design Review Committee, and payable by such Owner as a Reimbursement Assessment. In addition, any Assessment or any Design Review Committee-authorized installment of an Assessment not paid within 30 days of the date on which it was due will bear interest at the rate equal to the lesser of the maximum legal rate or 18% per annum commencing on the expiration of such 30-day period and continuing until such Assessment or installment, together with all accrued interest and late charges, are paid in full. Such interest will be assessed by Declarant, acting through the Design Review Committee, and payable by such Owner as a Reimbursable Assessment.

7.4 Lien for Assessments.

(a) Perfection and Priority of Lien. All Assessments assessed or levied by Declarant but unpaid by the Owner of any Site (including, without limitation, late charges and interest) will constitute a lien on such Site and all Property now or hereafter made or situated on or comprising such Site. Such lien will be superior and prior to all other liens and encumbrances, except for unpaid sums under a First Mortgage that has been Recorded against such Site, and prior tax and special assessment liens created by statute. Such lien will be perfected upon the Recording of this Declaration and no further claim of lien will be required. Declarant may, but is not obligated to, prepare and Record a notice of lien setting forth (i) the amount of any Assessment, installment, late charge, penalty, fine or other amount due and owing to Declarant; (ii) the date such amount was due and payable and the date from which interest accrues; (iii) all costs and expenses including reasonable attorneys' fees incurred by Declarant in collecting the unpaid amount as of the date of Recording of such notice of lien; (iv) the Site affected by the lien; and (v) the name or names, last known to Declarant, of the Owner of the Site.

(b) Enforcement of Lien. Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of mortgages under the laws of the State of Colorado. Declarant may sue for unpaid Assessments and other charges authorized under this Declaration without foreclosing or waiving the lien securing them. The sale or transfer of any Site will not affect or extinguish an existing lien for previous Assessments or relieve such Site from any lien for subsequent Assessments. However, the transfer of fee simple title to any Site pursuant to foreclosure of a First Mortgage will extinguish the lien as to any installments of such Assessments due prior to such sale or transfer.

7.5 CCIOA Limitation. It is Declarant's intent that this Declaration not be a "declaration" as defined in CCIOA and that Recording of this Declaration not have the effect of creating a "common interest Community" as defined in CCIOA. Under no circumstances will the

Declarant use any of the Assessments collected from the Owners to pay for any of the real estate taxes, insurance premiums, maintenance or improvements of any portion of the Property. No Assessment will be construed to obligate any Owner, by virtue of such Owner's ownership of any Site, to pay for real estate taxes, insurance premiums, maintenance, or improvement of other portions of the Land or the Property as described in this Declaration.

ARTICLE 8
LIABILITY; INDEMNIFICATION

8.1 Liability. Declarant, the Design Review Committee and any Prairie Center District(s) succeeding to Declarant's right and obligations under this Declaration pursuant to Section 9.1, and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Article 4, nor for any defects in construction pursuant to such plans or specifications. The Design Review Committee's issuance of an Approval Certificate pursuant to this Declaration will not constitute any representation by Declarant, the Design Review Committee or any Prairie Center District, their respective officers, directors, managers, members, partners, employees, agents or consultants that any plans, specifications or other materials submitted in connection with or as part of the Application are in compliance with applicable governmental regulations and other codes, and will not relieve any Owner or Applicant of its obligation to comply with applicable laws, regulations and codes. Neither Declarant, the Design Review Committee, the Prairie Center Districts nor their respective and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will be liable in damages to any Owner or Applicant, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the Design Review Committee's review and approval, with or without Approval Conditions, or disapproval, or failure to approve any Application or review of any plans or specifications in connection with such Application. Neither Declarant, the Design Review Committee, the Prairie Center Districts nor their respective and their respective officers, directors, managers, members, partners, employees, agents, consultants, successors and assigns, will be liable in damages to any Owner or Third Party affected by this Declaration in connection with performing its functions under Article 5.

8.2 Indemnification. Declarant will indemnify each individual who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Declarant), by reason of the fact that such individual is or was a Design Review Committee Representative during the Declarant Control Period, or an officer, agent or employee of or consultant to the Declarant or the Design Review Committee during the Declarant Control Period, against costs, claims, liabilities, expenses (including expert witness and attorneys' fees), judgments, fines and amounts paid in settlement which are or have been actually and reasonably incurred by such individual in connection with such threatened, pending or completed action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interest of the Declarant and the Design Review Committee and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent will not of itself create a

presumption that the person did not act in good faith and in a manner which such individual reasonably believed to be in the best interest of the Declarant and the Design Review Committee and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

ARTICLE 9
ASSIGNMENT AND DELEGATION; AMENDMENT

9.1 Assignment and Delegation to Another Master Developer. Prior to expiration of the Declarant Control Period, Declarant may assign to the Owner of all or substantial portion of the Land all of the Declarant's rights, powers and reservations contained herein by execution of a written instrument setting forth such terms and conditions on which Declarant and such assignee may agree. Such assignee Owner, after consenting in writing to such assignment, will succeed to the rights assigned by Declarant and will have the same rights, powers and reservations and be subject to the same obligations and duties as are assigned by Declarant for the remainder of the Declarant Control Period and will be the "Declarant" for all purposes under this Declaration. Upon such assignment, the assignor Declarant will be relieved from such rights, powers and reservations, and the liabilities, obligations and duties occurring after such assignment with respect thereto. Any such assignment will be executed by the assignor and assignee and Recorded. Prior to the expiration of the Declarant Control Period, any assignee of such Declarant's rights, powers or reservations pursuant to this Section 9.1 may in turn assign such rights, powers or reservations to another Owner in accordance with the terms of this Section 9.1, subject to any limitations on such right of assignment agreed to by the original Declarant and the initial assignee.

9.2 Assignment and Delegation to Prairie Center District(s). Declarant may, without obligation to do so, enter into a contract assigning and delegating, in whole or in part, Declarant's rights and obligations under this Declaration to one or more Prairie Center Districts, providing that such Prairie Center District(s) will furnish covenant enforcement and design review services for the Land (or a specific portion of the Land) in accordance with the terms and conditions of this Declaration and subject to the terms and conditions of C.R.S. § 32-1-1004(8). To the extent deemed necessary to conform this Declaration to any such contract between Declarant and such Prairie Center District(s), including but not limited to more specifically naming the applicable Prairie Center District(s) as the enforcement and/or design review entity, the Declarant may adopt an amendment to this Declaration pursuant to Section 9.3. Such contract will be on such terms and conditions as Declarant and applicable Prairie Center District determine are necessary or desirable, but in no event in a manner in conflict with the terms and conditions of this Declaration. Such Prairie Center District, after consenting in writing to such assignment and delegation, will (a) succeed to the rights assigned and delegated by the Declarant; and (b) have the same rights, powers and reservations and be subject to the same obligations and duties as are assigned and delegated by the Declarant. Upon such assignment and delegation, Declarant will be relieved from all rights, powers and reservations, and the liabilities, obligations and duties thereafter accruing under this Declaration with respect to the rights, powers and reservations, and the liabilities, obligations and duties so assigned. Any assignee of any of Declarant's rights, powers or reservations pursuant to this Section 9.2 may in turn assign such rights, powers or reservations to another Prairie Center District pursuant to this Section 9.2 in the same manner as Declarant, subject to any limitations on such right of

assignment agreed to by Declarant and the initial assignee. Any assignment made under this Section 9.2 will be evidenced by a Recorded memorandum or similar document that summarizes the essential terms of such assignment. If the Declarant Control Period expires without Declarant having previously made an assignment to one or more Prairie Center Districts pursuant to this Section 9.2, each Prairie Center District having a portion of the Land within the boundaries of such Prairie Center District will exercise those duties, rights, powers and obligations granted to or imposed upon Declarant pursuant to this Declaration as to such portion of the Land.

9.3 Amendment to Declaration.

(a) During the Declarant Control Period. During the Declarant Control Period, Declarant will have the exclusive and unilateral right to amend this Declaration; provided, however, no such amendment will be applied retroactively to any Application submitted to the Design Review Committee prior to the effective date of such amendment, and no such amendment will affect any Approval Certificate issued by the Design Review Committee prior to the effective date of such amendment. Without limitation of the foregoing, Declarant reserves and is granted the right and power but not the duty to approve, execute and cause to be Recorded an amendment to this Declaration at any time and from time to time during the Declarant Control Period (i) in order to correct typographical or technical errors; (ii) in order to conform any provision of this Declaration to Declarant's intent that Recording of this Declaration not create or be construed to create a common interest community that would cause the Property to be subjected to CCIOA; or (iii) in order to conform any term of this Declaration to Declarant's intent that, upon expiration of the Declarant Control Period, one or more Prairie Center Districts furnish covenant enforcement and design review under this Declaration pursuant to C.R.S. § 32 1 1004(8).

(b) After Expiration of the Declarant Control Period. After expiration of the Declarant Control Period, any amendment of this Declaration will require prior written approval of the board of directors of the applicable assignee Prairie Center District(s) pursuant to Section 9.2.

(c) Recording of Amendments. Any amendment to this Declaration will be effective only upon the Recording of an instrument that sets forth the amendment in full, that is duly acknowledged and that is executed by: (i) during the Declarant Control Period, Declarant; or (ii) after expiration of the Declarant Control Period, the president of the applicable assignee Prairie Center District(s) pursuant to Section 9.1.

ARTICLE 10 ANNEXATION; WITHDRAWAL

10.1 Annexation of Additional Property. Declarant reserves the unilateral right, but not the obligation, to annex from time to time all or any portion of the Additional Land and/or other real property into the Land, causing it to be made part of the Land, the Property and the Sites for all purposes under, and subject to the provisions of, this Declaration. No annexation of any portion of the Additional Land or other property by Declarant pursuant to this Section 10.1 will require the consent or approval of any other Owner; provided, however, that such right of annexation

will apply only to real property owned in fee simple by Declarant at the time of annexation or for which the owner thereof has consented to such annexation. Declarant will effect each such annexation by Recording a supplement amending this Declaration, and upon the Recording of such a supplement, the terms and conditions of this Declaration will apply to the annexed real property in the same manner as if it had been originally subject to this Declaration. Such supplement must contain (i) a reference to this Declaration, which reference will state the recording information for this Declaration as initially Recorded; (ii) a statement that the provisions of this Declaration will apply to the annexed real property; and (iii) an adequate legal description of the annexed real property. For the avoidance of doubt, upon and after any annexation pursuant to this Section 10.1, all references to "Land" in this Declaration will be deemed to include the real property so annexed.

10.2 Withdrawal of Property. Declarant expressly acknowledges and agrees, and each Owner by taking title to any portion of the Land is deemed to have acknowledged and agreed, that this Declaration is intended to burden those portions of the Land developed or to be developed for residential use only, as set forth in Section 5.1(a). Accordingly, with respect to any all or any portion of the Land upon which the intended Development and use thereof is or may be for nonresidential use ("**Nonresidential Site**"), Declarant reserves the unilateral right to withdraw any Nonresidential Site from this Declaration from time to time, causing it to be removed from the Land, the Property and the Sites for all purposes under, and released from and no longer subject to the provisions of, this Declaration. No withdrawal of any portion of the Land by Declarant pursuant to this Section 10.2 will require the consent or approval of any other Owner; provided, however, that such right of withdrawal will apply only to those portions of the Land owned in fee simple by Declarant at the time of withdrawal or for which the owner thereof has consented to such withdrawal. Declarant will effect each such withdrawal by Recording an instrument amending this Declaration, and upon the Recording of such an instrument, the terms and conditions of this Declaration will no longer apply to the portion of the Land withdrawn and such portion of the Land will be released and no longer encumbered by this Declaration. An instrument withdrawing all or any portion of the Land must contain (i) a reference to this Declaration, which reference will state the recording information for this Declaration as initially Recorded; (ii) a statement that the provisions of this Declaration will no longer apply to the withdrawn portion of the Land and that the withdrawn portion of the Land is released from and no longer encumbered by this Declaration; and (iii) an adequate legal description of the withdrawn portion of the Land.

ARTICLE 11 MISCELLANEOUS

11.1 Term. All provisions of this Declaration will continue in effect in perpetuity unless this Declaration is terminated, in whole or in part, as follows: After expiration of the Declarant Control Period, any termination of this Declaration as to any portion of the Property will require prior approval of the board of directors of the applicable assignee Prairie Center District(s) pursuant to Section 9.1. For the avoidance of doubt, except as set forth in Section 10.2, Declarant will have no right to terminate this Declaration during the Declarant Control Period. Any termination of this Declaration, in whole or in part, pursuant to this Section 11.1 will be effective only upon the Recording of an instrument stating that this Declaration has been terminated as to the applicable portion of the Property, and that the applicable portion of the

Property is released from the encumbrance of this Declaration, which instrument has been executed by the president(s) of the applicable assignee Prairie Center District(s) pursuant to Section 9.1.

11.2 Interpretation. The provisions of this Declaration will be construed as a whole to effectuate the purpose of this Declaration. With respect to matters addressed by more than one restriction, the more restrictive will be interpreted to override the less restrictive.

11.3 Governing Law. This Declaration will be construed and governed under the laws of the State of Colorado.

11.4 Severability. Each of the provisions of this Declaration will be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof will not affect the validity or enforceability of any other provision.

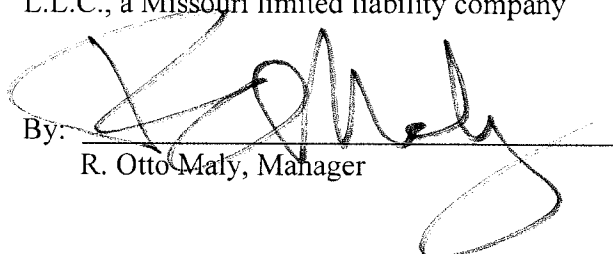
11.5 Number and Gender. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine or neuter will each include the masculine, feminine and neuter.

11.6 Captions for Convenience. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and will not be considered in construing any of the provisions of this Declaration.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Declarant has executed and consented to this Declaration, to be effective and binding on the Property from and after the Effective Date.

GKT Brighton Residential Development,
L.L.C., a Missouri limited liability company

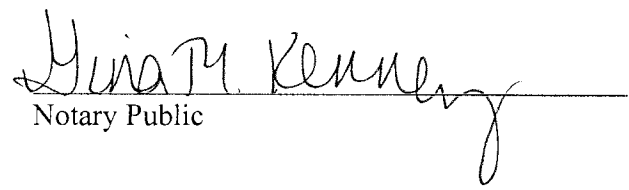
By: 
R. Otto Maly, Manager

STATE OF ~~COLORADO~~ Missouri,
[CITY AND] COUNTY OF Boone) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2018, by R. Otto Maly, as Manager of GKT Brighton Residential Development, L.L.C., a Missouri limited liability company.

Witness my hand and official seal.

My commission expires: 12-20-20


Notary Public

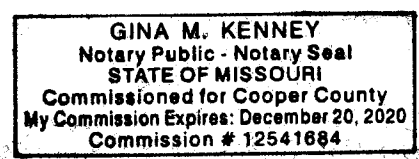


EXHIBIT A
Legal Description of the Land

Lots 1 through 30, inclusive, Block 1;
Lots 1 through 14, inclusive, Block 2;
Lots 1 through 29, inclusive, Block 3;
Lots 1 through 17, inclusive, Block 4;
Lots 1 through 15, inclusive, Block 5;
Lots 1 through 19, inclusive, Block 6;
Lots 1 through 41, inclusive, Block 7;
Lots 1 through 17, inclusive, Block 8;
Lots 1 through 39, inclusive, Block 9;
Lots 1 through 10, inclusive, Block 10;
Lots 1 through 42, inclusive, Block 11;
Lots 1 through 38, inclusive, Block 12;
Lots 1 through 29, inclusive, Block 13;
Lots 1 through 13, inclusive, Block 14;
Lots 1 through 17, inclusive, Block 15;
Tracts D through G, inclusive; and
Tracts I through S, inclusive;
PRAIRIE CENTER VILLAGE I SUBDIVISION NO. 1,
City of Brighton, County of Adams,
State of Colorado.

EXHIBIT B
Legal Description of the Additional Land

A PARCEL OF LAND SITUATED IN A PART OF SECTION 16, LOCATED IN TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP IN A RANGE BOX, STAMPED "PLS 30099", WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 16, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, STAMPED "PLS 30099", BEARS N 89°26'28" E A DISTANCE OF 2642.00 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, N 89°26'28" E, A DISTANCE OF 157.57 FEET;

THENCE DEPARTING SAID SOUTH LINE, N 00°33'32" W, A DISTANCE OF 77.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUCKLEY ROAD NORTH AS DEDICATED BY REC. NO. 20060323000297120 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 90°12'31", AN ARC LENGTH OF 125.95 FEET, THE CHORD OF WHICH BEARS N 45°27'16" W, A DISTANCE OF 113.34 FEET;
- 2) N 00°21'01" W, A DISTANCE OF 408.84 FEET TO A POINT OF CURVATURE;
- 3) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 58°23'49", AN ARC LENGTH OF 61.15 FEET, THE CHORD OF WHICH BEARS N 28°50'54" E, A DISTANCE OF 58.54 FEET;
- 4) N 00°21'18" W, A DISTANCE OF 74.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 74°46'12", AN ARC LENGTH OF 71.77 FEET, THE CHORD OF WHICH BEARS N 37°44'07" W, A DISTANCE OF 66.79 FEET;
- 6) N 00°21'01" W, A DISTANCE OF 496.93 FEET TO A POINT OF CURVATURE;
- 7) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 89°59'43", AN ARC LENGTH OF 70.68 FEET, THE CHORD OF WHICH BEARS N 44°38'51" E, A DISTANCE OF 63.64 FEET;
- 8) N 00°20'44" W, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;
- 9) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'11", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS N 45°21'13" W, A DISTANCE OF 63.64 FEET;
- 10) N 00°21'07" W, A DISTANCE OF 506.15 FEET TO A POINT OF CURVATURE;
- 11) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 89°59'49", AN ARC LENGTH OF 70.68 FEET, THE CHORD OF WHICH BEARS N 44°38'48" E, A DISTANCE OF 63.64 FEET;
- 12) N 00°20'36" W, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;
- 13) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'11", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS N 45°21'12" W, A DISTANCE OF 63.64 FEET;
- 14) N 00°21'07" W, A DISTANCE OF 224.83 FEET TO A POINT OF CURVATURE;
- 15) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 284.50 FEET, A CENTRAL ANGLE OF 13°16'35", AN ARC LENGTH OF 65.92 FEET, THE CHORD OF WHICH BEARS N 06°17'11" E, A DISTANCE OF 65.78 FEET;

- 16) ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 13°16'35", AN ARC LENGTH OF 38.12 FEET, THE CHORD OF WHICH BEARS N 06°17'10" E, A DISTANCE OF 38.03 FEET;
- 17) N 00°21'07" W, A DISTANCE OF 161.49 FEET TO A POINT OF CURVATURE;
- 18) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°45'22", AN ARC LENGTH OF 78.33 FEET, THE CHORD OF WHICH BEARS N 44°31'34" E, A DISTANCE OF 70.56 FEET;
- 19) N 00°35'45" W, A DISTANCE OF 98.00 FEET;
- 20) S 89°24'15" W, A DISTANCE OF 11.21 FEET TO A POINT OF CURVATURE;
- 21) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°12'58", AN ARC LENGTH OF 78.73 FEET, THE CHORD OF WHICH BEARS N 45°29'16" W, A DISTANCE OF 70.84 FEET;
- 22) N 00°22'47" W, A DISTANCE OF 694.00 FEET TO A POINT OF CURVATURE;
- 23) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS N 44°37'13" E, A DISTANCE OF 63.64 FEET;
- 24) N 00°22'47" W, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;
- 25) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS N 45°22'47" W, A DISTANCE OF 63.64 FEET;
- 26) N 00°22'47" W, A DISTANCE OF 262.28 FEET TO A POINT OF CURVATURE;
- 27) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 54.98 FEET, THE CHORD OF WHICH BEARS N 44°37'13" E, A DISTANCE OF 49.50 FEET;
- 28) N 00°22'47" W, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;
- 29) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 54.98 FEET, THE CHORD OF WHICH BEARS N 45°22'47" W, A DISTANCE OF 49.50 FEET;
- 30) N 00°22'47" W, A DISTANCE OF 107.95 FEET TO A POINT OF CURVATURE;
- 31) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 285.50 FEET, A CENTRAL ANGLE OF 13°15'41", AN ARC LENGTH OF 66.08 FEET, THE CHORD OF WHICH BEARS N 06°15'04" E, A DISTANCE OF 65.93 FEET TO A POINT OF REVERSE CURVATURE;
- 32) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 13°15'41", AN ARC LENGTH OF 38.07 FEET, THE CHORD OF WHICH BEARS N 06°15'04" E, A DISTANCE OF 37.99 FEET;
- 33) N 00°22'47" W, A DISTANCE OF 12.46 FEET TO THE SOUTHWEST CORNER OF PRAIRIE CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2009000009769;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID PRAIRIE CENTER FILING NO. 3, N 89°21'20" E, A DISTANCE OF 915.80 FEET TO THE SOUTHEAST CORNER OF SAID PRAIRIE CENTER FILING NO. 3;

THENCE ALONG THE EAST LINE OF SAID PRAIRIE CENTER FILING NO. 3, N 00°16'51" W, A DISTANCE OF 987.60 FEET TO THE NORTHEAST CORNER OF SAID PRAIRIE CENTER FILING NO. 3 AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROMLEY LANE AS DEDICATED BY REC. NO. 20040324000142340;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 10067.00 FEET, A CENTRAL ANGLE OF 00°17'42", AN ARC LENGTH OF 51.83 FEET, THE CHORD OF WHICH BEARS N 89°30'11" E, A DISTANCE OF 51.83 FEET;
- 2) N 89°21'20" E, A DISTANCE OF 382.80 FEET TO A POINT OF CURVATURE;

- 3) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°41'09", AN ARC LENGTH OF 47.48 FEET, THE CHORD OF WHICH BEARS S 45°18'06" E, A DISTANCE OF 42.68 FEET;
- 4) S 89°57'31" E, A DISTANCE OF 64.00 FEET;
- 5) N 00°02'29" E, A DISTANCE OF 1.51 FEET TO A POINT OF CURVATURE;
- 6) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°18'51", AN ARC LENGTH OF 46.76 FEET, THE CHORD OF WHICH BEARS N 44°41'55" E, A DISTANCE OF 42.17 FEET;
- 7) N 89°21'20" E, A DISTANCE OF 65.09 FEET TO A POINT OF CURVATURE;
- 8) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 284.50 FEET, A CENTRAL ANGLE OF 13°16'21", AN ARC LENGTH OF 65.90 FEET, THE CHORD OF WHICH BEARS S 84°00'30" E, A DISTANCE OF 65.76 FEET TO A POINT OF REVERSE CURVATURE;
- 9) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 13°16'21", AN ARC LENGTH OF 38.11 FEET, THE CHORD OF WHICH BEARS S 84°00'30" E, A DISTANCE OF 38.02 FEET;
- 10) N 89°21'20" E, A DISTANCE OF 98.09 FEET TO A POINT OF CURVATURE;
- 11) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 135.50 FEET, A CENTRAL ANGLE OF 18°19'50", AN ARC LENGTH OF 43.35 FEET, THE CHORD OF WHICH BEARS S 81°37'01" E, A DISTANCE OF 43.17 FEET TO A POINT OF COMPOUND CURVATURE;
- 12) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.50 FEET, A CENTRAL ANGLE OF 33°32'04", AN ARC LENGTH OF 20.78 FEET, THE CHORD OF WHICH BEARS S 55°41'04" E, A DISTANCE OF 20.48 FEET;
- 13) S 38°55'02" E, A DISTANCE OF 27.66 FEET;
- 14) N 89°21'09" E, A DISTANCE OF 64.00 FEET;
- 15) N 00°38'51" W, A DISTANCE OF 2.21 FEET TO A POINT OF CURVATURE;
- 16) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°05'23", AN ARC LENGTH OF 78.62 FEET, THE CHORD OF WHICH BEARS N 44°23'51" E, A DISTANCE OF 70.77 FEET TO A POINT OF COMPOUND CURVATURE;
- 17) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 6433.00 FEET, A CENTRAL ANGLE OF 01°49'51", AN ARC LENGTH OF 205.55 FEET, THE CHORD OF WHICH BEARS S 89°38'33" E, A DISTANCE OF 205.55 FEET;
- 18) S 88°43'37" E, A DISTANCE OF 149.39 FEET TO A POINT OF CURVATURE;
- 19) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 284.50 FEET, A CENTRAL ANGLE OF 13°16'35", AN ARC LENGTH OF 65.92 FEET, THE CHORD OF WHICH BEARS S 82°05'20" E, A DISTANCE OF 65.78 FEET TO A POINT OF REVERSE CURVATURE;
- 20) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 13°16'35", AN ARC LENGTH OF 38.12 FEET, THE CHORD OF WHICH BEARS S 82°05'20" E, A DISTANCE OF 38.03 FEET;
- 21) S 88°43'37" E, A DISTANCE OF 59.89 FEET TO A POINT OF CURVATURE;
- 22) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 135.50 FEET, A CENTRAL ANGLE OF 14°26'38", AN ARC LENGTH OF 34.16 FEET, THE CHORD OF WHICH BEARS S 81°53'56" E, A DISTANCE OF 34.07 FEET TO A POINT OF COMPOUND CURVATURE;
- 23) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.50 FEET, A CENTRAL ANGLE OF 53°32'51", AN ARC LENGTH OF 33.18 FEET, THE CHORD OF WHICH BEARS S 47°54'12" E, A DISTANCE OF 31.98 FEET TO A POINT OF COMPOUND CURVATURE;
- 24) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 20°43'58", AN ARC LENGTH OF 47.04 FEET, THE CHORD OF WHICH BEARS S 10°45'47" E, A DISTANCE OF 46.78 FEET;
- 25) S 00°23'48" E, A DISTANCE OF 14.87 FEET;
- 26) N 89°36'09" E, A DISTANCE OF 98.00 FEET;
- 27) N 00°23'48" W, A DISTANCE OF 51.94 FEET TO A POINT OF CURVATURE;
- 28) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 89°47'28", AN ARC LENGTH OF 70.52 FEET, THE CHORD OF WHICH BEARS N 44°29'56" E, A DISTANCE OF 63.52 FEET;
- 29) N 89°23'40" E, A DISTANCE OF 1155.29 FEET TO A POINT OF CURVATURE;

30) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, THE CHORD OF WHICH BEARS S 45°36'20" E, A DISTANCE OF 56.57 FEET;

31) N 89°23'40" E, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;

32) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, THE CHORD OF WHICH BEARS N 44°23'40" E, A DISTANCE OF 56.57 FEET;

33) N 89°23'40" E, A DISTANCE OF 228.97 FEET TO THE NORTHWEST CORNER OF PRAIRIE CENTER FILING NO. 2 AS RECORDED AT RECEPTION NUMBER 2009000063243;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY LINE OF SAID PRAIRIE CENTER FILING NO. 2 S 00°13'41" E, A DISTANCE OF 260.63 FEET TO THE SOUTHWESTERLY CORNER OF SAID PRAIRIE CENTER FILING NO. 2;

THENCE ALONG THE SOUTHERLY LINE OF SAID PRAIRIE CENTER FILING NO. 2 THE FOLLOWING SIX (6) COURSES:

1) N 89°23'40" E, A DISTANCE OF 219.86 FEET;

2) S 54°24'30" E, A DISTANCE OF 82.24 FEET;

3) N 89°23'40" E, A DISTANCE OF 304.71 FEET;

4) S 54°04'57" E, A DISTANCE OF 76.11 FEET;

5) S 00°13'41" E, A DISTANCE OF 248.91 FEET;

6) N 89°24'24" E, A DISTANCE OF 264.36 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE CENTER PARKWAY AS DEDICATED BY REC. NO. 2008000057193;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FORTY-ONE (41) COURSES:

1) N 89°46'19" E, A DISTANCE OF 7.79 FEET TO A POINT OF CURVATURE;

2) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°11'28", AN ARC LENGTH OF 70.84 FEET, THE CHORD OF WHICH BEARS S 45°07'57" E, A DISTANCE OF 63.75 FEET;

3) S 00°02'13" E, A DISTANCE OF 726.00 FEET TO A POINT OF CURVATURE;

4) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 89°48'32", AN ARC LENGTH OF 70.54 FEET, THE CHORD OF WHICH BEARS S 44°52'03" W, A DISTANCE OF 63.53 FEET;

5) S 00°13'41" E, A DISTANCE OF 64.00 FEET TO A POINT OF CURVATURE;

6) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS S 45°13'41" E, A DISTANCE OF 63.64 FEET;

7) S 00°13'41" E, A DISTANCE OF 850.39 FEET TO A POINT OF CURVATURE;

8) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 130.50 FEET, A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 37.41 FEET, THE CHORD OF WHICH BEARS S 07°59'05" W, A DISTANCE OF 37.28 FEET TO A POINT OF REVERSE CURVATURE;

9) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 163.54 FEET, A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 46.88 FEET, THE CHORD OF WHICH BEARS S 07°59'06" W, A DISTANCE OF 46.72 FEET;

10) THENCE S 00°13'41" E, A DISTANCE OF 80.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

11) S 00°13'41" E, A DISTANCE OF 32.64 FEET TO A POINT OF CURVATURE;

12) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 168.74 FEET, A CENTRAL ANGLE OF 18°41'02", AN ARC LENGTH OF 55.03 FEET, THE CHORD OF WHICH BEARS S 10°55'08" W, A DISTANCE OF 54.78 FEET TO A POINT OF COMPOUND CURVATURE;

13) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.50 FEET, A CENTRAL ANGLE OF 60°34'02", AN ARC LENGTH OF 48.10 FEET, THE CHORD OF WHICH BEARS S 50°32'39" W, A DISTANCE OF 45.89 FEET TO A POINT OF COMPOUND CURVATURE;

- 14) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 160.50 FEET, A CENTRAL ANGLE OF 18°35'21", AN ARC LENGTH OF 52.07 FEET, THE CHORD OF WHICH BEARS N 89°52'39" W, A DISTANCE OF 51.84 FEET;
- 15) N 80°34'59" W, A DISTANCE OF 11.00 FEET;
- 16) S 09°25'01" W, A DISTANCE OF 119.00 FEET;
- 17) S 80°34'59" E, A DISTANCE OF 76.54 FEET TO A POINT OF CURVATURE;
- 18) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.50 FEET, A CENTRAL ANGLE OF 95°39'23", AN ARC LENGTH OF 59.27 FEET, THE CHORD OF WHICH BEARS S 32°45'17" E, A DISTANCE OF 52.62 FEET TO A POINT OF COMPOUND CURVATURE;
- 19) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1045.00 FEET, A CENTRAL ANGLE OF 08°18'29", AN ARC LENGTH OF 151.53 FEET, THE CHORD OF WHICH BEARS S 19°13'38" W, A DISTANCE OF 151.39 FEET TO A POINT OF COMPOUND CURVATURE;
- 20) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET, A CENTRAL ANGLE OF 20°12'19", AN ARC LENGTH OF 299.75 FEET, THE CHORD OF WHICH BEARS S 33°29'03" W, A DISTANCE OF 298.20 FEET
- 21) S 43°35'12" W, A DISTANCE OF 67.35 FEET TO A POINT OF CURVATURE;
- 22) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1033.00 FEET, A CENTRAL ANGLE OF 16°25'27", AN ARC LENGTH OF 296.12 FEET, THE CHORD OF WHICH BEARS S 51°47'55" W, A DISTANCE OF 295.10 FEET;
- 23) S 60°00'39" W, A DISTANCE OF 260.68 FEET TO A POINT OF CURVATURE;
- 24) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, THE CHORD OF WHICH BEARS N 74°59'21" W, A DISTANCE OF 56.57 FEET;
- 25) N 29°59'21" W, A DISTANCE OF 1.50 FEET;
- 26) S 60°00'39" W, A DISTANCE OF 68.00 FEET;
- 27) S 29°59'21" E, A DISTANCE OF 1.50 FEET TO A POINT OF CURVATURE;
- 28) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 89°58'08", AN ARC LENGTH OF 62.81 FEET, THE CHORD OF WHICH BEARS S 14°59'43" W, A DISTANCE OF 56.55 FEET TO A POINT OF REVERSE CURVATURE;
- 29) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1167.57 FEET, A CENTRAL ANGLE OF 10°47'09", AN ARC LENGTH OF 219.79 FEET, THE CHORD OF WHICH BEARS S 54°35'12" W, A DISTANCE OF 219.47 FEET TO A POINT OF REVERSE CURVATURE;
- 30) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 285.50 FEET, A CENTRAL ANGLE OF 11°02'22", AN ARC LENGTH OF 55.01 FEET, THE CHORD OF WHICH BEARS S 54°42'49" W, A DISTANCE OF 54.92 FEET TO A POINT OF REVERSE CURVATURE;
- 31) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 15°55'01", AN ARC LENGTH OF 45.70 FEET, THE CHORD OF WHICH BEARS S 52°16'30" W, A DISTANCE OF 45.55 FEET TO A POINT OF COMPOUND CURVATURE;
- 32) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1178.83 FEET, A CENTRAL ANGLE OF 09°37'18", AN ARC LENGTH OF 197.96 FEET, THE CHORD OF WHICH BEARS S 39°30'21" W, A DISTANCE OF 197.73 FEET TO A POINT OF REVERSE CURVATURE;
- 33) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 83°50'46", AN ARC LENGTH OF 117.07 FEET, THE CHORD OF WHICH BEARS S 76°37'05" W, A DISTANCE OF 106.90 FEET;
- 34) N 61°27'33" W, A DISTANCE OF 24.65 FEET;
- 35) S 28°32'27" W, A DISTANCE OF 110.00 FEET;
- 36) S 61°27'33" E, A DISTANCE OF 68.52 FEET TO A POINT OF CURVATURE;
- 37) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 85°16'05", AN ARC LENGTH OF 66.97 FEET, THE CHORD OF WHICH BEARS S 18°49'30" E, A DISTANCE OF 60.96 FEET TO A POINT OF REVERSE CURVATURE;
- 38) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1166.67 FEET, A CENTRAL ANGLE OF 08°26'37", AN ARC LENGTH OF 171.93 FEET, THE CHORD OF WHICH BEARS S 19°35'13" W, A DISTANCE OF 171.78 FEET TO A POINT OF REVERSE CURVATURE;
- 39) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 285.50 FEET, A CENTRAL ANGLE OF 11°02'42", AN ARC LENGTH OF 55.04 FEET, THE CHORD OF WHICH BEARS S 20°53'16" W, A DISTANCE OF 54.95 FEET TO A POINT OF REVERSE CURVATURE;

40) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 164.50 FEET, A CENTRAL ANGLE OF 16°03'16", AN ARC LENGTH OF 46.09 FEET, THE CHORD OF WHICH BEARS S 18°22'58" W, A DISTANCE OF 45.94 FEET TO A POINT OF COMPOUND CURVATURE;
41) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1216.15 FEET, A CENTRAL ANGLE OF 11°53'58", AN ARC LENGTH OF 252.58 FEET, THE CHORD OF WHICH BEARS S 04°24'21" W, A DISTANCE OF 252.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE CENTER PARKWAY AS DEDICATED BY REC. NO. 20060323000297130;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1) ALONG A NON-TANGENT COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1279.00 FEET, A CENTRAL ANGLE OF 01°13'38", AN ARC LENGTH OF 27.39 FEET, THE CHORD OF WHICH BEARS S 01°06'37" E, A DISTANCE OF 27.39 FEET TO A POINT OF REVERSE CURVATURE;
2) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 91°13'38", AN ARC LENGTH OF 119.42 FEET, THE CHORD OF WHICH BEARS S 43°53'23" W, A DISTANCE OF 107.20 FEET;
3) S 89°30'12" W, A DISTANCE OF 14.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH AVENUE AS DEDICATED BY REC. NO. 20060323000297110;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING NINETEEN (19) COURSES:

1) S 89°30'12" W, A CALCULATED DISTANCE OF 456.97 FEET TO A POINT OF CURVATURE;
2) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 117.81 FEET, THE CHORD OF WHICH BEARS N 45°29'48" W, A DISTANCE OF 106.07 FEET;
3) S 89°30'12" W, A DISTANCE OF 96.00 FEET;
4) S 00°29'48" E, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE;
5) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS S 44°30'12" W, A DISTANCE OF 63.64 FEET;
6) S 89°30'12" W, A DISTANCE OF 1266.53 FEET TO A POINT OF CURVATURE;
7) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1263.00 FEET, A CENTRAL ANGLE OF 23°00'00", AN ARC LENGTH OF 507.00 FEET, THE CHORD OF WHICH BEARS S 78°00'12" W, A DISTANCE OF 503.60 FEET;
8) S 66°30'12" W, A DISTANCE OF 359.12 FEET TO A POINT OF CURVATURE;
9) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1137.00 FEET, A CENTRAL ANGLE OF 02°05'22", AN ARC LENGTH OF 41.46 FEET, THE CHORD OF WHICH BEARS S 67°32'54" W, A DISTANCE OF 41.46 FEET TO A POINT OF COMPOUND CURVATURE;
10) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 94°43'47", AN ARC LENGTH OF 107.47 FEET, THE CHORD OF WHICH BEARS N 64°02'32" W, A DISTANCE OF 95.64 FEET;
11) N 16°40'38" W, A DISTANCE OF 9.09 FEET;
12) S 73°19'22" W, A DISTANCE OF 64.00 FEET;
13) S 16°40'38" E, A DISTANCE OF 29.38 FEET TO A POINT OF CURVATURE;
14) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 94°29'46", AN ARC LENGTH OF 74.22 FEET, THE CHORD OF WHICH BEARS S 30°34'15" W, A DISTANCE OF 66.09 FEET TO A POINT OF COMPOUND CURVATURE;
15) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1137.00 FEET, A CENTRAL ANGLE OF 11°37'20", AN ARC LENGTH OF 230.64 FEET, THE CHORD OF WHICH BEARS S 83°37'48" W, A DISTANCE OF 230.24 FEET;
16) S 89°26'28" W, A DISTANCE OF 4.92 FEET TO A POINT OF CURVATURE;
17) ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 289.50 FEET, A CENTRAL ANGLE OF 13°15'41", AN ARC LENGTH OF 67.01 FEET, THE CHORD OF WHICH BEARS N 83°55'42" W, A DISTANCE OF 66.86 FEET TO A POINT OF REVERSE CURVATURE;

18) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.50 FEET, A CENTRAL ANGLE OF 13°15'41", AN ARC LENGTH OF 37.15 FEET, THE CHORD OF WHICH BEARS N 83°55'42" W, A DISTANCE OF 37.07 FEET;

19) PARALLEL WITH AND 77.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, S 89°26'28" W, A DISTANCE OF 174.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21,869,406 SQUARE FEET OR 502.052 ACRES, MORE OR LESS.

Excluding therefrom the following parcels:

Lots 1 through 30, inclusive, Block 1;
Lots 1 through 14, inclusive, Block 2;
Lots 1 through 29, inclusive, Block 3;
Lots 1 through 17, inclusive, Block 4;
Lots 1 through 15, inclusive, Block 5;
Lots 1 through 19, inclusive, Block 6;
Lots 1 through 41, inclusive, Block 7;
Lots 1 through 17, inclusive, Block 8;
Lots 1 through 39, inclusive, Block 9;
Lots 1 through 10, inclusive, Block 10;
Lots 1 through 42, inclusive, Block 11;
Lots 1 through 38, inclusive, Block 12;
Lots 1 through 29, inclusive, Block 13;
Lots 1 through 13, inclusive, Block 14;
Lots 1 through 17, inclusive, Block 15;
Tracts D through G, inclusive; and
Tracts I through S, inclusive;
PRAIRIE CENTER VILLAGE I SUBDIVISION NO. 1,
City of Brighton, County of Adams,
State of Colorado.

EXHIBIT C
Defined Terms

Additional Land means the real property that is legally described in Exhibit B.

Applicant means, with respect to a Site, the Owner or a Third Party that the Owner has designated in a written instrument delivered to the Design Review Committee as being authorized to submit an Application on behalf of the Owner.

Application means an application to the Design Review Committee for approval of proposed Development of a Site, submitted in the manner and accompanied by a Site Plan, architectural renderings, sample materials, and all other plans, specifications and such additional information as the Design Review Committee may prescribe in the Design Review Standards.

Approval Certificate means the written instrument by which the Design Review Committee's approval of an Application, with or without Approval Conditions, is evidenced.

Approval Conditions means those conditions the Design Review Committee elects to impose in connection with, and as stated in, an Approval Certificate.

Assessments means the Noncompliance Assessments and Reimbursement Assessments.

Building(s) means any permanent structures, or portion of a structure, built for the shelter or enclosure of human beings or property of any kind, including any Renewable Energy Improvements located on or attached to such structures, but excluding advertising signboards, fences and walls.

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

City means the City of Brighton, a home rule municipal corporation of the State of Colorado.

Declarant means GKT Brighton Residential Development, L.L.C., a Missouri limited liability company, and any successor or assign of all or any portion of the rights of Declarant under this Declaration pursuant to Section 9.1.

Declarant Control Period means that period beginning as of the Effective Date and ending on the earliest to occur of: (i) the first anniversary of the date on which Declarant has conveyed all of the Sites owned by Declarant to Owners other than Declarant; (ii) the date on which Declarant, in its sole discretion, voluntarily terminates the Declarant Control Period pursuant to a written statement of such termination that is signed by Declarant, acknowledged in the manner of a deed under Colorado law, and Recorded; or (iii) the date Declarant ceases to exist.

Declaration means, as amended from time to time in accordance with its terms, the Declaration of Master Design Review Covenants and Use Restrictions for Prairie Center Village I Residential to which this Exhibit C is attached.

Design Review Committee means the committee to be appointed in the manner and for the purpose contemplated in this Declaration.

Design Review Committee Representative(s) means, individually or collectively as applicable, the members of the Design Review Committee as more particularly described in Article 3.

Design Guidelines means, as Design Review Committee may promulgate and amend the same from time to time pursuant to Section 4.4, the procedures to be followed and the materials to be submitted as part of an Application for proposed Development on any Site.

Development means, as relating to any portion of the Land or the Buildings, Infrastructure, Renewable Energy Improvements or other structures located on or within the Land: (i) any grading or other site preparation; (ii) landscaping; (iii) construction; (iv) sign or signboard erection or alteration; (v) paving; (vi) fencing; (vii) wall construction; and (viii) exterior change, modification, alteration, substitution or enlargement, or otherwise the making, alteration, addition or removal of any improvements of any kind or nature.

Effective Date means the date on which this Declaration is Recorded.

Exhibits means individually or collectively, as applicable, the following exhibits to this Declaration, each of which is incorporated into and made a part of this Declaration.

<u>Exhibit A</u>	Legal Description of the Land
<u>Exhibit B</u>	Legal Description of the Additional Land
<u>Exhibit C</u>	Defined Terms

First Mortgage means a Mortgage which is Recorded and has first and paramount priority under applicable law with respect to the portion of the Property encumbered by it, provided it is not made for the purpose of avoiding the terms of this Declaration.

First Mortgagee means a Mortgagee which takes, owns or holds a First Mortgage.

Infrastructure means, whether owned by or to dedicated to a governmental or quasi-governmental entity or privately owned, all streets, roadways, drives, parking fields, water mains, sanitary sewer mains, storm drainage conveyance facilities, storm drainage detention or retention facilities, electric distribution facilities, electrical transformers, natural gas distribution lines and similar horizontal improvements located or to be located on or within the Land.

Land means the real property that is legally described in Exhibit A.

Mortgage means any mortgage, deed of trust or other document pledging any portion of the Property as security for payment of a debt or obligation.

Mortgagee means any individual, corporation, partnership, trust, company, association or other legal entity which takes, owns, holds or receives a Mortgage.

Noncompliance Assessments means, as more fully described in Section 7.1(b), fines against any Site or the Owner thereof, or directly against any Third Party, for such Site's, its Owner(s)', or such Third Party's failure to comply with the terms of this Declaration, the Design Guidelines and/or any applicable Approval Conditions.

Nonresidential Site is defined in Section 10.2.

Owner means every individual, firm, corporation, partnership, limited liability company or partnership, association or other legal entity, or any combination thereof, holding fee simple title of Record to any Site from time to time. The term "Owner" will not include any Mortgagee (unless and until such Mortgagee becomes the holder of fee simple title of record to a Site), the contract purchaser or vendee under any installment sale contract, or the contract purchaser under any other executory contracts for purchase and sale of the Site.

Prairie Center District(s) means, individually or collectively as dictated by the context, Prairie Center Metropolitan District Nos. 2, 3, 5, 6, 7 and 8, each a quasi-municipal corporation and municipal subdivision of the State of Colorado, their respective successors and assigns.

Property means the Land, together with all Buildings, Infrastructure, Renewable Energy Improvements, signage, fences, walls, retaining walls and other horizontal or vertical improvements of any nature located on, and Development that occurs within, the Land.

PUD Document means the Prairie Center Mixed-Use PUD, including all tables, plans, exhibits and maps attached thereto and/or incorporated therein, together with all amendments thereto, whether approved by the City prior or subsequent to the Effective Date, as the same may be further amended, supplemented or restated from time to time.

Record(ed)(ing) means the filing of an instrument in the real property records in the office of the clerk and recorder for the County of Adams, State of Colorado.

Reimbursement Assessments means assessments against any Site and the Owner thereof, or directly against any Third Party, for the purposes described in Section 7.1(a).

Renewable Energy Improvement(s) means, whether installed on or attached to any Building or ground mounted, any solar, wind, geothermal or other renewable energy system located on or within the Land.

Residence means a residential dwelling located on a Site and any fixtures attached and other improvements appurtenant thereto, comprised of one or more connected rooms constituting a separate, independent housekeeping unit for permanent residential occupancy by one familial group and containing at least one kitchen facility.

Rules means rules and regulations governing the use of the Property as contemplated by Article 5 which may be promulgated and enforced by the Design Review Committee, as the same may be amended or supplemented from time to time in accordance with Section 5.7.

Site means any portion of the Land, that is a legally conveyable parcel pursuant to the City's subdivision regulations, whether improved or unimproved, regardless of whether such portion of the Land exists as a "lot," a "block," a "tract," or other designation pursuant to a Recorded final subdivision plat.

Site Plan means complete plans and specifications for Development proposed on a Site showing the location of all existing and proposed Buildings, Infrastructure, Renewable Energy

Improvements, other improvements, and such other items or matters as the Design Review Committee may require pursuant to this Declaration and the Design Guidelines.

Third Party means party other than the Owner, which party undertakes on any Site any Development or other work, service or activity within the Property that is subject to Design Review Committee regulation pursuant to this Declaration, the Design Guidelines and/or the Rules.