

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR**

WOODLAND PARK TOWNHOMES

(a Planned Community of Townhomes which is part of Woodland Park Estates P.U.D. , a Planned Community)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK TOWNHOMES is made this 4 day of AUGUST, 1997, by OASIS DEVELOPMENT LIMITED LIABILITY COMPANY, a Colorado Limited Liability Company ("Declarant").

RECITALS

A. The Declarant is the owner of certain real property located in the County of Larimer, State of Colorado, which is more particularly described as Woodland Park Townhomes P.U.D. as set forth in that Plat recorded March 6, 1997 at Reception Number 97014049, County of Larimer, State of Colorado ("The Real Estate"). The Real Estate is also encumbered and subject to the following: the Master Declaration of Covenants, Conditions, and Restrictions of Woodland Park recorded February 13, 1996 at Reception Number 96010568 as amended by Amended Covenants, etc. recorded on November 7, 1996 at Reception Number 96080603 and recorded on December 4, 1996 at Reception Number 96086449 along with the Plat recorded on January 5, 1996 at Reception Number 96001446 as corrected on January 10, 1996 at Reception Number 96002623 and again on February 9, 1996 at Reception Number 9601006 all maintained by the Clerk and Recorder of Larimer County, State of Colorado. Exhibit D of the Master Declaration lists additional encumbrances on the Real Estate.

B. The Declarant hereby creates a Planned Community of Townhomes on the Real Estate pursuant to Act which shall be known as WOODLAND PARK TOWNHOMES.

C. The Declarant has caused to be incorporated under the laws of the State of Colorado WOODLAND PARK TOWNHOMES OWNER'S SUBASSOCIATION, a nonprofit corporation, for the purpose of exercising the functions of the Subassociation herein set forth. This Subassociation is a Subassociation the Woodland Park Estates Master Homeowners Association, Inc.

ARTICLE I. SUBMISSION OF REAL ESTATE

The Declarant hereby publishes and declares that the Real Estate shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements,

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covenants, conditions, and restrictions which shall run with the Real Estate and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Real Estate or any portion thereof, their heirs, personal representatives, successors, and assigns. In the event of inconsistencies between covenants, conditions and restrictions, the most restrictive shall take precedence and control. Additionally, Declarant hereby submits the Real Estate to the provisions of the Act. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable.

ARTICLE II. DEFINITIONS

Section A.: When used in this Declaration, unless the context clearly indicates otherwise, capitalized terms not otherwise defined in the Act or in the Plat of the Real Estate shall have the meanings provided in the following sections of this Article:

1. "Act" shall mean and refer to the Colorado Common Ownership Act, C.R.S. §38-33.3-101, et seq., as it may be amended from time to time.

2. "Allocated Interests" shall mean and refer to the Common Expense Liability and votes in the Subassociation.

3. "Approval" or "Consent" shall mean securing the prior written approval or consent as required herein before doing, making, or suffering that for which such approval or consent is required.

4. "Association" shall mean that Association created by the Master Declaration of Covenants, Conditions, and Restrictions of Woodland Park recorded February 13, 1996 at Reception Number 96010568.

5. "Bylaws" shall mean and refer to any instruments, however denominated, which are adopted by the Subassociation for the regulation and management of the Subassociation, including amendments to those instruments.

6. "Common Elements" shall mean and refer to all portions of the real estate other than the Townhomes. The Common Elements are noted as Tract A on the Plat.

7. "Common Expense Liability" shall mean and refer to the liability for Common Expenses allocated to each Townhome pursuant to this Declaration.

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8. "Common Expenses" shall mean and refer to expenditures made or liabilities incurred by or on behalf of the Subassociation, together with any allocations to reserves.

9. "Common Interest Community" shall mean and refer to the Real Estate and all improvements constructed thereon.

10. "Declarant" shall mean and refer to any Person or group of Persons acting in concert who:

- a. As a part of a common promotional plan, offers to dispose of to a Purchaser such Declarant's interest in a Townhome not previously disposed of to a Purchaser; or
- b. Reserves or succeeds to any Special Declarant Right.

11. "Declaration" shall mean and refer to this Declaration, including any amendments hereto and also including, but not limited to the Plat.

12. "Dispose" or "Disposition" shall mean and refer to a voluntary transfer of any legal or equitable interest in a Townhome, but the term does not include the transfer or release of a Security Interest.

13. "Documents" shall mean and refer to this Declaration, the Plat as recorded and filed, the Articles of Incorporation, the Bylaws, and the Rules and Regulations as they may be amended from time to time, together with any exhibit, schedule or certificate accompanying such Documents.

14. "Identifying Number" shall mean and refer to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 as shown on the Plat.

15. "Insurer" shall mean and refer to any governmental agency or authority that insures or guarantees a mortgage and who has provided written notice of such interest to the Subassociation.

16. "Plat" shall mean and refer to the Plat of the Real Estate recorded in the office of the Clerk and Recorder of Larimer County, Colorado, and all recorded amendments thereto.

17. "Mortgagee" shall mean and refer to any Person who has a Security Interest in a Townhome and who has provided written notice of such interest to the Subassociation.

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18. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a limited liability partnership, an association, a trust, or any other entity or combination thereof.

19. "Purchaser" shall mean and refer to a Person, other than a Declarant, who, by means of a transfer, acquires a legal or equitable interest in a Townhome, other than:

- a. A leasehold interest in a Townhome of less than forty (40) years, including renewal options, with the period of the leasehold interest, including renewal options, being measured from the date the initial term commences; or
- b. A Security Interest.

20. "Real Estate" shall mean and refer to the real property described on the Plat including structures, fixtures, and other improvements and interests that, by custom usage or law, pass with a conveyance of land, though not described in the contract of sale or instrument of conveyance.

21. "Rules and Regulations" shall mean and refer to any instruments, however denominated, which are adopted by the Subassociation for the regulation and management of the this Common Interest Community, including any amendment to those instruments.

22. "Security Interest" shall mean and refer to an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Townhome prior to all other Security Interests except the Security Interest for real property taxes and assessments made by Larimer County, Colorado, or other governmental authority having jurisdiction over the this Common Interest Community.

23. "Subassociation" shall mean and refer to a townhome owners' association organized and existing under §38-33.3-301 of the Act.

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24. "Townhome" shall mean and refer to a physical portion of the Common Interest Community which is designated as a separate lot on the Plat for separate ownership or occupancy as a townhome which shall contain a residence joined with another residence in one building with each being separated by a Party Wall with each residence being on one of the Lots indicated on the Plat.

25. "Townhome Owner" or "Owner" shall mean and refer to the Declarant or other Person who owns a Townhome but does not include a Person having an interest in a Townhome solely as security for an obligation. The Declarant is the Owner of any Townhome created in the Declaration until that Townhome is conveyed to another Person.

Section B.: Other Terms Defined in Act. Unless the context clearly indicates otherwise, other terms defined in the Act shall have the meanings attributable to such terms in the Act.

Section C.: Other Terms in Declaration. Other terms in this Declaration may be defined in specific provisions contained herein and shall have the meaning assigned by such definition.

ARTICLE III. PLANNED COMMUNITY

Section A.: Name. The name of the Planned Community of Townhomes is WOODLAND PARK TOWNHOMES.

Section B.: Subassociation. The name of the Subassociation is WOODLAND PARK TOWNHOME OWNER'S SUBASSOCIATION.

Section C.: County. The name of every county in which any part of the Planned Community of Townhomes is situated is Larimer County, Colorado.

Section D.: Legal Description. A legal description of the Real Estate included in the Planned Community of Townhomes is Woodland Park Townhomes P.U.D., County of Larimer, State of Colorado.

Section E.: Maximum Number of Townhomes. The maximum number of Townhomes that the Declarant reserves the right to create within the Planned Community of Townhomes is ten (10).

Section F.: Boundaries of Townhomes. The boundaries of each Townhome are located as shown on the Plat.

Section G.: Identification of Townhomes. The Identifying Number of each Townhome is shown on the Plat.

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Section H.: Description of Townhome. After the Plat and this Declaration have been recorded in the Office of the County Clerk and Recorder of Larimer County, Colorado, every contract, deed, lease, Security Interest, trust deed, will or other instrument may legally describe a Townhome as follows:

Lot ____, WOODLAND PARK TOWNHOMES P.U.D., in accordance with the Plat of Oasis at Woodland Park, recorded on March 6, 1997, at Reception No. 97014049 of the Larimer County, Colorado records.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only that Lot and the Townhome constructed on that Lot, but also the undivided interest in the Common Elements and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Townhome and all of the limitations thereon as described in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement for use of all of the Common Elements.

Section I.: Allocated Interests. The undivided interest in the Common Elements, Common Expense Liability, and votes in the Subassociation shall be allocated among the Owners as follows:

1. Each Owner's share of the undivided interest in the Common Elements and Common Expenses shall be one tenth (1/10).

2. Each Owner shall be entitled to one (1) vote for each Townhome owned.

Each Townhome Owner has an undivided one tenth (1/10) interest in the Common Elements, Common Expense Liability, and votes in the Subassociation.

Section J.: Notice. Notice of matters affecting the Common Interest Community may be given to Townhome Owners by the Subassociation or by other Townhome Owners in the following manner: notice shall be hand delivered or sent postage prepaid by United States mail to the mailing address of each Townhome Owner or to any other mailing address designated in writing by the Townhome Owner. Such notice shall be deemed given when hand delivered or when deposited in the United States mail.

ARTICLE IV. SUBASSOCIATION

Section A.: Authority and Power. The business and affairs of the Planned Community of Townhomes shall be managed by the

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Subassociation. The administration of the Planned Community of Townhomes shall be governed by this Declaration, the Act, the Articles of Incorporation, the Bylaws and published Rules and Regulations of the Subassociation. The Subassociation shall have all of the powers, authority and duties permitted pursuant to the Documents and the Act which are necessary and proper to manage the business and affairs of the Planned Community of Townhomes.

Section B.: Declarant Control. The Declarant, or persons designated by it, may appoint and remove the officers and members of the Board of Directors of the Subassociation for a period of one (1) year after this Declaration is recorded in the office of the Clerk and Recorder of Larimer County, Colorado. The period of Declarant control as herein set forth is subject to the limitations of §38-33.3-303(5) of the Act.

Section C.: Board of Directors Powers and Duties. The Board of Directors may act in all instances on behalf of the Subassociation, except as provided in this Declaration or the Bylaws. The Board of Directors shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Subassociation and of the Planned Community of Townhomes, which shall include, but not be limited to, the following:

1. Adopt and amend Bylaws.
2. Adopt and amend Rules and Regulations.
3. Adopt and amend budgets for revenues, expenditures and reserves.
4. Collect assessments from Townhome Owners.
5. Hire and discharge managing agents.
6. Hire and discharge independent contractors, employees and agents, other than managing agents.
7. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Documents in the Subassociation's name, on behalf of the Subassociation, or two (2) or more Townhome Owners on any matters affecting the Planned Community of Townhomes.
8. Make contracts and incur liabilities.

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9. Regulate the use, maintenance, repair, replacement and modification of the Common Elements.
10. Cause additional improvements to be made as a part of the Common Elements.
11. Acquire, hold, encumber and convey in the Subassociation's name, any right, title or interest to real estate or personal property, but the Common Elements may be conveyed or subjected to a Security Interest only pursuant to this Declaration and applicable law.
12. Grant easements for any period of time, including permanent easements, leases, licenses and concessions through or over the Common Elements.
13. Impose and receive a fee or charge for the use, rental or operation of the Common Elements and for services provided to Townhome Owners.
14. Impose a reasonable charge for late payment of assessments and levy a fine for violation of this Declaration, the Bylaws and the Rules and Regulations of the Subassociation.
15. Impose a reasonable charge for the preparation and recordation of supplements or amendments to this Declaration and for statements of unpaid assessments.
16. Provide for the indemnification of the Subassociation's officers and the Board of Directors and maintain Directors' and officers' liability insurance.
17. Assign the Subassociation's right to future income, including the right to receive Common Expense assessments, only upon the affirmative vote of the Townhome Owners to which at least sixty-seven percent (67%) of the votes in the Subassociation are allocated, at a meeting called for that purpose.
18. Arrange for the repair and/or replacement of water and sewer lines located under any Townhome and to restore any damage caused to such Townhome as a result of such repair or replacement.

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19. Exercise any other powers conferred by the Documents.
 20. Exercise any other power that may be exercised in the State of Colorado by a legal entity of the same type as the Subassociation.
 21. Exercise any other power necessary and proper for the governance and operation of the Subassociation.
 22. By resolution, establish permanent and standing committees of Directors to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Townhome Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Townhome Owner within forty-five (45) days of publication of a notice. If an appeal is made, the committee's action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

Section D.: Professional Management and Contract Termination Provisions. The Subassociation may utilize professional management in performing its duties hereunder. Any agreement for professional management of the Subassociation's business shall have a maximum term of three (3) years and shall provide for termination by either party thereto, with or without cause, and without payment of a termination fee, upon sixty (60) days' prior written notice. Any contracts, licenses or leases entered into by the Subassociation while there is Declarant control of the Subassociation shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, at any time after termination of Declarant control of the Subassociation, upon sixty (60) days' prior written notice; provided, however, that any contract entered into at any time by the Subassociation providing for services of the Declarant shall provide for termination at any time by either party thereto without cause and without payment of a termination fee upon sixty (60) days' prior written notice.

Section E.: Board of Directors Limitations. The Board of Directors may not act on behalf of the Subassociation to amend this Declaration, to terminate the Planned Community of Townhomes, or to elect members of the Board of Directors or determine their qualifications, powers and duties or the terms of office of Board

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of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

**ARTICLE V. SPECIAL DECLARANT RIGHTS AND
ADDITIONAL RESERVED RIGHTS**

Section A.: Special Declarant Rights. Declarant hereby reserves the right for a period of one (1) year after this Declaration is recorded in the office of the Clerk and Recorder of Larimer County, Colorado, to perform the acts and exercise the rights hereinafter specified ("Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

1. Completion of Improvements. The right to complete or make improvements indicated on the Plat.

2. Construction Easements. The right to use the Common Elements for the purpose of making improvements within the Planned Community of Townhomes or within the Real Estate.

3. Merger. The right to merge or consolidate a Planned Community of Townhomes with another Planned Community of Townhomes of the same form of ownership.

4. Control of Subassociation and Board of Directors. The right to appoint or remove any officer of the Subassociation or any Board of Directors member.

Section B.: Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 1 above, Declarant also reserves the following additional rights ("Additional Reserved Rights"):

1. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements over, across, and upon the Common Elements for purposes including, but not limited to, streets, paths, walkways, drainage, and parking areas, and to create other reservations, exceptions, and exclusions over, across, and upon the Common Elements for the benefit of and to serve the Townhome Owners within the Planned Community of Townhomes.

2. Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of Common Elements, which may or may not be a part of the Planned Community of Townhomes for the benefit of the Townhome Owners and/or the Subassociation.

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3. Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section C.: Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in Larimer County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE VI. ASSESSMENT FOR COMMON EXPENSES

Section A.: Personal Obligation of Owners for Common Expenses. The Declarant, for each Townhome owned, hereby covenants, and each Owner of any Townhome by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Subassociation Common Expense assessments imposed by the Subassociation. Such assessments, including fees, charges, late charges, attorneys' fees, fines, and interest, charged by the Subassociation shall be the personal obligation of the Townhome Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past-due sums due the Subassociation shall not pass to a successor in title unless expressly assumed by it.

Section B.: Purpose of Assessment. The assessments levied by the Subassociation shall be used exclusively (i) to promote the health, safety, and welfare of the Owners; (ii) for the improvement, repair, replacement, and maintenance of the Common Elements; (iii) payment of common water and sewer utilities provided to the Planned Community of Townhomes and (iv) payment of expenses for common facilities and other expenses properly assessable against the Real Estate, if any, pursuant to any underlying covenants, conditions and restrictions affecting the Real Estate such as the assessments owed to the Woodland Park Estates Master Homeowners Association.

Section C.: Amount of Assessment. The amount of the assessment for the estimated Common Expenses which shall be paid by each Owner shall be determined by dividing the aggregate sum the Subassociation reasonably determines to be paid by all Owners by the total number of Townhomes within the Planned Community of Townhomes, and the Owner of each Townhome shall pay his proportionate share of such aggregate sum based upon the number of Townhomes owned. After the first budget year of the Subassociation, within thirty (30) days after adoption of a proposed budget for the Planned Community of Townhomes, the Board of Directors shall provide a summary of the budget to each Townhome Owner and shall set a date for a meeting of the Townhome owners to

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consider ratification of the budget. The meeting shall be not less than fourteen (14) nor more than sixty (60) days after the mailing of the summary. Unless at that meeting a majority of all Townhome Owners reject the budget, the budget shall be ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Townhome Owners shall continue until the Townhome Owners ratify a new budget proposed by the Board of Directors.

Section D.: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Townhomes on the first day of the month following the conveyance of a Townhome by the Declarant to a Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Townhome at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors may, at its discretion, permit annual assessments to be payable in twelve (12) equal monthly installments.

Section E.: Reserve Fund. Upon the first sale, transfer, or conveyance of a Townhome, the Purchaser or transferee of the Townhome shall deposit with the Subassociation as a reserve fund an amount equal to one-sixth (1/6) of the annual assessment established by the Board of Directors for the year in which the transfer occurs. If, at any time, an Owner is in default in the payment of any assessments due to the Subassociation, the Subassociation shall have the right to use said reserve, or as much thereof as may be necessary, to pay any delinquent amount owed to the Subassociation and to reimburse the Subassociation for any expenses incurred by the Subassociation in collecting delinquent assessments from the Owner. In such event, the Owner shall, upon written demand of the Subassociation, promptly remit to the Subassociation a sufficient amount of cash to restore the reserve to its original amount. In the event the reserve account is not used to make delinquent payments, then it shall be refunded to the Owner upon the sale of the Owner's Townhome without interest. The Subassociation shall have the right to commingle the reserve account with other funds of the Subassociation and shall have no obligation to retain the reserve funds in a separate account or pay interest on the reserve funds. The reserve account shall not be deemed to be liquidated damages, and if claims of the Subassociation against an Owner exceed the reserve account, the Owner shall remain liable for the payment of the balance of such claims to the Subassociation.

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Section F.: Transfer Fee. On each occasion that a Townhome is sold, the new Townhome Owner shall pay to the Subassociation the sum of \$100.00 within thirty days of the date of the conveyance from the prior owner to the new owner.

ARTICLE VII. LIEN FOR NONPAYMENT OF COMMON EXPENSES

The Common Expense assessments of the Subassociation shall be a continuing lien upon the Townhome against which each assessment is made. A lien under this Article is prior to all other liens and encumbrances on a Townhome, except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a First Security Interest on the Townhome recorded before the date on which the Common Expense assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Townhome. This Article does not prohibit an action to recover sums for which this Article creates a lien or prohibit the Subassociation from taking a deed in lieu of foreclosure. Sale or transfer of any Townhome shall not affect the Subassociation's lien, except that the sale or transfer of any Townhome pursuant to a foreclosure of any First Security Interest or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture, shall only extinguish the Subassociation's lien as provided in the Act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure nor cancellation nor forfeiture, shall relieve any Townhome from continuing liability for any Common Expense assessments thereafter becoming due nor from the lien thereof.

Any assessment, charge, or fee provided for in this Declaration or any monthly or other installment thereof which is not fully paid within ten (10) days after the date due shall bear interest at a rate determined by the Board of Directors. In addition, the Board of Directors may assess a late charge thereon. Any Owner who fails to pay any assessment, charge, or fee of the Subassociation shall also be obligated to pay to the Subassociation, on demand, all costs and expenses incurred by the Subassociation, including reasonable attorneys' fees, in attempting to collect the delinquent amount. The total amount due to the Subassociation, including unpaid assessments, fees, charges, fines, interest, late payment penalties, costs, and attorneys' fees, shall constitute a lien on the defaulting Owner's Townhome as provided in the Act. The Subassociation may bring an action, at law or in equity, or both, against any Owner personally obligated to pay any amount due to the Subassociation or any monthly or other installment thereof and may also proceed to foreclose its lien against such Owner's Townhome. An action at law or in equity by the Subassociation against a delinquent Owner to recover a money

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judgment for unpaid amounts due to the Subassociation or monthly or other installments thereof may be commenced and pursued by the Subassociation without foreclosing or in any way waiving the Subassociation's lien.

ARTICLE VIII. SNOW REMOVAL, EASEMENTS, UTILITIES & MAINTENANCE

Section A.: SNOW REMOVAL. The Subassociation will remove snow from the driveways and sidewalks, but not the patios.

Section B.: EASEMENTS. The Declarant hereby creates permanent easements across and through each Townhome Lot for the construction, placement, maintenance, repair and replacement of such mechanical lines, cables, pipes, wires, and devices as may now or in the future reasonably be needed to obtain utility services for any Townhome in the Community which shall include but not be limited to water, sewer, gas electricity, television, telephone, and the like. Except in the case of emergencies, reasonable notice of any intended use of the easements created by the terms of this paragraph shall be given to the Association, the Subassociation and to each Owner to be effected by such intended use. Any use of such easements shall be done in a manner to cause the least disruption and damage to the effected Townhome and any such damage shall be promptly and professionally repaired by the user of such easement. Declarant's easement also includes the right to grant easements to public utility companies. If Declarant grants any such easements, the Plat will be amended to include reference to the recorded easements. The easements burdening any townhome are for the use and benefit of the owners, the Association, the Subassociation and the Declarant.

Section C.: UTILITIES AND MAINTENANCE FOR INDIVIDUAL TOWNHOMES. The utility, maintenance, repair and replacement obligations for each Townhome is as follows:

1. Utilities. Each owner of a townhome will pay all utility charges for his or her townhome.

2. Townhomes. The Subassociation shall maintain the exterior of the Townhomes including roofs, exterior wall materials and trim. The owners shall maintain the interiors of their townhomes and shall also replace and keep in good repair all windows, doors, screens, skylights and patio areas on, in or about their individual Townhomes. The Subassociation shall make such repairs and replacements and perform such other work to such exteriors as may be required so that they are aesthetically attractive and in functional good condition at all times.

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3. Landscaping, etc. The Association or the Subassociation shall maintain, repair, and replace all exterior landscaping (except flower gardens and vegetable gardens installed by an owner), all sprinkling systems, and utility lines to the point where such lines enter a residence. Owners shall not impair or impede the Subassociation's ability to conduct such maintenance, repair and replacement. The Association or the Subassociation shall also maintain, replace, and keep in good repair all driveways, parking spaces and sidewalks. Owners shall be responsible for maintaining patios located on their Lots, together with such other exterior improvements as are not maintained by the Association or the Subassociation.

4. Damage by an Owner. In the event the Subassociation is to maintain, repair or replace any improvement or item which was damaged by the willful act or gross negligence or misconduct of an owner or a member of the owner's family or a guest, invitee or tenant of an owner, the cost of such repair, replacement or maintenance, shall be the personal obligation of such owner and shall be assessed to such owner as an assessment pursuant to this declaration.

5. Subassociations's Right to Perform Work. In the event any owner shall fail to satisfactorily perform any maintenance, repair or replacement, the Subassociation may give written notice to the owner of the work required to be performed, and, if such failure to perform work continues for a period of thirty days after such notice has been given, the Subassociation may enter upon the Townhome and perform the necessary work. The cost of any such work shall be the obligation of the owner and shall be added to and become a part of the assessment as provided by this declaration.

6. Subassociations's Easement to Perform Work. The Subassociation shall have an easement across each townhome permitting the Subassociation, its agents, employees and independent contractors to enter upon the townhome as reasonably necessary in order to perform the work to be performed on the townhome by the Subassociation pursuant to this Declaration. All persons performing such work shall use their best efforts to minimize interference with the owner's use and enjoyment of the townhome when performing such work.

ARTICLE IX. DRAINAGE AND GRADING

Section A.: Introduction. Special precautions must be taken to prevent damage caused by soils which exist in Larimer County Colorado.

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Section B.: Disclaimer. The Declarant shall not be liable for any loss or damage to the townhomes caused by or resulting from, or in any way connected with soil conditions.

Section C.: Owner Covenants. By accepting title to a Lot and or Townhome, every owner covenants:

1. Not to install improvements, including, but not limited to, landscaping, items related to landscaping, walls, walks, driveways, parking pads, patios, fences, additions to the townhome, outbuildings, or any other item or improvement which will change the grading of the real estate.

2. To fill with additional soil any back-filled areas adjacent to the foundation of the townhome and in or about the utility trenches in which settling occurs to the extent necessary from time to time to maintain the grading and drainage patters of the real estate.

3. Not to excessively water the lawn or other landscaping.

4. Not to plant flower beds and vegetable gardens adjacent to or within four feet of the foundation and slabs of the townhome.

5. If evergreen shrubbery and grass is used within five feet of the foundation walls, to water the shrubbery and grass by controlled watering to avoid excessive watering.

6. Not to install piping and heads for sprinkler systems within five feet of foundation walls and slabs.

7. To install any gravel beds in a manner which will assure that water will not pond in the gravel areas. Perforated edging should be used. The gravel bed should be higher than the adjacent lawn.

ARTICLE X. MORTGAGEE PROTECTION

Section A.: Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

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Section B.: Notice of Actions. The Subassociation shall give prompt written notice to each Mortgagee and Insurer of (and each Townhome Owner hereby consents to and authorizes such notice):

1. Any condemnation loss or any casualty loss which affects a material portion of the Planned Community of Townhomes or any Townhome in which there is a First Security Interest held, insured, or guaranteed by such Mortgagee or Insurer, as applicable.

2. Any delinquency in the payment of Common Expense assessments owed by a Townhome Owner whose Townhome is subject to a First Security Interest held, insured, or guaranteed by such Mortgagee or Insurer, as applicable, which remains uncured for a period of sixty (60) days.

3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Subassociation.

4. Any proposed action which would require the consent of a specified percentage of Mortgagees as hereinafter provided.

5. Any judgment rendered against the Subassociation.

Section C.: Consent and Notice Required.

1. Document Changes. Notwithstanding any requirement permitted by this Declaration or the Act, no amendment of any provision of this Declaration pertaining to the matters hereinafter listed by the Subassociation or Townhome Owners shall be effective without notice to all Mortgagees and Insurers, and the vote of at least sixty-seven percent (67%) of the total votes of all Townhome Owners (or any greater Townhome Owner vote required in this Declaration or the Act) and until approved by at least fifty-one percent (51%) of the Mortgagees (or any greater Mortgagee approval required by this Declaration):

- a. Voting rights.
- b. Assessments, assessment liens, or priority of assessment liens.
- c. Reserves for maintenance, repair, and replacement of Common Elements.
- d. Responsibility for maintenance and repairs.
- e. Expansion or contraction of the Planned Community of Townhomes or the addition,

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annexation, or withdrawal of property to or from the Planned Community of Townhomes.

- f. Insurance or fidelity bonds.
- g. Leasing of Townhomes.
- h. Imposition of any restrictions on a Townhome Owner's right to sell or transfer his Townhome.
- i. A decision by the Subassociation to establish self-management when professional management had been required previously by the Declaration or any Mortgagee.
- j. Restoration or repair of the Common Elements after a hazard damage or partial condemnation in a manner other than that specified in the Declaration.
- k. Termination of the Planned Community of Townhomes after occurrence of substantial destruction or condemnation of the Common Elements.
- l. Any provision that expressly benefits mortgage holders, insurers, or guarantors.

2. Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Subassociation may not take any of the following actions, without the notice to all Mortgagees and Insurers as required by Section 2 above and approval of at least fifty-one percent (51%) (or the indicated percentage) of the Mortgagees:

- a. Convey or encumber the Common Elements or any portion thereof without approval by eighty percent (80%) of the Mortgagees. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Planned Community of Townhomes will not be deemed a transfer within the meaning of this clause.)
- b. The termination of the Planned Community of Townhomes for reasons other than substantial destruction or condemnation of the Common

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Elements without approval by sixty-seven percent (67%) of the votes of Mortgagees.

- c. The granting of any permits, easements, leases, licenses, or concessions through or over the Common Elements (excluding, however, [i] any utility, road, or other easements serving or necessary to serve the Planned Community of Townhomes; and [ii] any leases, licenses, or concessions for no more than one [1] year).
- d. The establishment of self-management when professional management had been required previously by the Declaration or by a Mortgagee.
- e. Restoration or repair of the Common Elements after a hazard damage or partial condemnation in a manner other than that specified in the Declaration.
- f. The merger of the Planned Community of Townhomes with any other common interest community.
- g. The assignment of the future income of the Subassociation, including its right to receive Common Expense assessments.
- h. Any action taken not to repair or replace the Common Elements.

3. Collection of Assessments. The Subassociation may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Mortgagees.

4. Approval by Mortgagee or Insurer. The failure of a Mortgagee or Insurer to respond within thirty (30) days to any written request of the Subassociation delivered by certified or registered mail, return receipt requested, for approval of an addition or amendment to the Declaration wherever Mortgagee or Insurer approval is required shall constitute an implied approval of the addition or amendment.

Section D.: Inspection of Books. The Subassociation must maintain current copies of the Declaration, Bylaws, Rules and Regulations, books and records, and financial statements. The

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Subassociation shall permit any Mortgagee or Insurer to inspect the books and records of the Subassociation during normal business hours.

Section E.: Financial Statements. The Subassociation shall provide any Mortgagee or Insurer who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Subassociation. Such financial statement shall be audited by an independent certified public accountant if any Mortgagee or Insurer requests it, in which case the Mortgagee or Insurer shall bear the cost of the audit.

Section F.: Enforcement. The provisions of this Article are for the benefit of Mortgagees and Insurers and their successors and may be enforced by any of them by any available means at law or in equity.

Section G.: Attendance at Meetings. Any representative of a Mortgagee or Insurer may attend and address any meeting which an Owner may attend.

Section H.: Appointment of Trustee. In the event of damage, destruction, or condemnation of all or a portion of the Common Elements, any Mortgagee may require that such proceeds be payable to a trustee. Such trustee may be required to be a corporate trustee licensed by the State of Colorado. Proceeds will thereafter be distributed pursuant to the Act or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors, acting by majority vote through the president, may act as trustee.

ARTICLE XI. RESTRICTIVE COVENANTS AND OBLIGATIONS

Section A.: Adoption of Covenants Regarding Restrictions. All of Article X, Restrictions of the Master Declaration of Covenants, Conditions, and Restrictions of Woodland Park, recorded February 13, 1996 at Reception No. 96010568 is hereby adopted and incorporated herein by this reference.

Section B.: No Improvements on Exterior of Townhome. Except for those improvements erected or installed by the Declarant, no exterior additions to, exterior alterations of, or exterior decoration of a Townhome shall be commenced, erected or maintained without the prior written approval of the Subassociation.

Section C.: No Violation of Laws. Nothing shall be done or kept in any Townhome or in or on the Common Elements, or any part thereof, which would be in violation of any protective covenants,

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restrictions or limitations affecting any Townhome or in violation of any statute, rule, ordinance, regulation, zoning resolution, permit or otherwise imposed requirement of any governmental authority.

Section D.: Damage to Common Elements. No damage to or waste of the Common Elements, or any part thereof, shall be committed by an Owner or by any guest, invitee or contract purchaser of an Owner, and each Owner shall indemnify and hold the Subassociation and the other Owners harmless against all loss resulting from such damage or waste caused by him, or his guests, invitees or contract purchasers.

~~Section E.: Limitations on Leasing. The Owner of a Townhome shall have the right to lease his Townhome subject to the following conditions:~~

~~1. All leases shall be in writing.~~

~~2. All leases shall provide that the terms of the lease and the lessee's occupancy of the Townhome shall be subject in all respects to the provisions of this Declaration and the provisions of the Articles of Incorporation and Bylaws of the Subassociation. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases his Townhome shall, within ten (10) days after the execution of such lease, forward a copy of the same to the Subassociation or the Subassociation's managing agent.~~

Section F.: Rules and Regulations. The Subassociation, through the Board of Directors, may adopt reasonable rules and regulations not inconsistent with this Declaration governing the use of the Common Elements.

Section G.: Garage doors. All garage doors shall remain down or in the closed position except when required to be open to allow for passage into and out of the garage.

Section H.: Animals. In addition to the restrictions contained in the Master Declaration, no animals, livestock or poultry of any kind shall be raised, kept or bred in any Townhome or the Common Elements except one dog weighing less than 75 pounds, cats and other household pets, provided they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance. Household pets shall not be permitted to roam freely around the Planned Community but shall be kept leashed at all times. Owners of household pets shall be strictly liable to all other Owners for any damage to property or injury to Persons, however slight, caused by any household pet.

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ARTICLE XII. PARTY WALLS

Section A.: Adoption of Covenants Regarding Party Walls. All of Article VII, Party Walls of the Master Declaration of Covenants, Conditions, and Restrictions of Woodland Park, recorded February 13, 1996 at Reception No. 96010568 is hereby adopted and incorporated herein by this reference.

Section B.: Sharing of Repair and Maintenance. The owner(s) of each Townhome that shares a Party Wall shall pay one half of the cost of maintaining said Party Wall and, in the event that such wall should be injured or damaged by a cause other than the intentional act or negligence of either owner, the same shall be repaired or rebuilt at the equal cost of each, provided that any sum received from insurance against such injury or damage shall first be applied to such repair or rebuilding. If there are separate policies, then the moneys shall be applied as each company paid. For the purpose of erecting or repairing the Party Wall as may be reasonably required, each owner that shares a Party Wall is licensed by the other to enter on the other Townhome to do work necessary to exercise the rights provided herein.

Section C.: Negligent or Intentional Acts. If the owner, occupant, guest, or invitee of one of the Townhomes negligently or intentionally damages the shared Party Wall, then that owner shall bear the entire cost of repair or rebuilding of said wall.

Section D.: Failure to Repair. If either owner of a Party Wall neglects or refuses to pay his share of such rebuilding or repair after 48 hours written demand, the other owner may have such wall repaired or rebuilt and shall be entitled to reimbursement. In addition, the owner failing to pay his share shall pay all costs and expenses, including reasonable attorney's fees, which may be incurred in enforcing the rights herein of the owner demanding payment. Furthermore, such amount owing shall be a lien on the defaulting owner's Townhome for the benefit of the non-defaulting owner. To evidence such lien, the owner demanding payment shall prepare a written notice setting forth the amount due, the basis for the lien, the name of the owner of the Townhome and the description of the Townhome. Such notice shall be signed and verified on behalf of the owner demanding payment and shall be recorded in the Office of the Clerk and Recorder of the County of Larimer, State of Colorado. Such lien shall attach from the date of the such recording and may be foreclosed in like manner as mortgages are foreclosed in the State of Colorado. The right to such lien shall be in addition to any other rights that the non-defaulting owner may have.

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Section E.: No Alteration. Except as to interior decoration not affecting the structure of the wall and except as to repair and maintenance pursuant to this article, no owner of a Party Wall shall alter or change the Party Wall in any manner and said wall shall always remain in the same location as it was constructed unless otherwise agreed in writing by all owners of Townhomes that share said wall.

ARTICLE XIII. GENERAL PROVISIONS

Section A.: Enforcement. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by an Owner or by the Subassociation. In the event it becomes necessary to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the court may deem just and proper, an amount equal to the costs and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration.

Section B.: Duration. This Declaration shall run with the land, shall be binding upon all persons owning Townhomes and any persons hereafter acquiring said Townhomes, and shall be in effect in perpetuity unless amended or terminated as provided in the Act.

Section C.: Amendment. Except as otherwise provided in this Declaration, this Declaration may be altered or amended at any time by a vote of sixty-seven percent (67%) or more of the votes entitled to be cast by all Owners through a duly written and recorded instrument.

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IN WITNESS WHEREOF, the Declarant has caused this Restated and Amended Declaration to be executed as of the day and year first above written.

BY: OASIS DEVELOPMENT LIMITED
LIABILITY COMPANY, a Colorado
Limited Liability Company,
Declarant

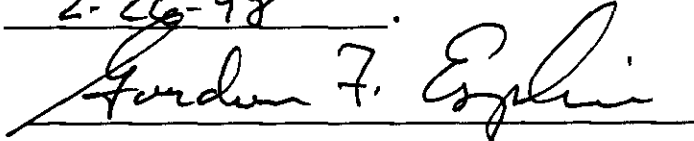

STEPHEN SLEZAK, Manager

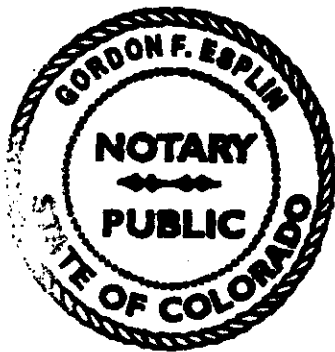
STATE OF COLORADO)
 : ss.
COUNTY OF LARIMER)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4th day of August, 1997, by Stephen Slezak, Manager, Oasis Development Limited Liability Company, Declarant.

WITNESS my hand and official seal.

My commission expires: 2-26-98.





**AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WOODLAND PARK**

WITNESSETH:

THAT, WHEREAS, a certain Master Declaration of Covenants, Conditions, and Restrictions of Woodland Park was recorded on February 13, 1996, at Reception No. 96010568, in the office of the Clerk and Recorder of Larimer County, Colorado, as amended and supplemented from time to time ("Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined); and

WHEREAS, Article XII, Section 6 of the Declaration permits amendment thereof by a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, Article XII, Section 8 of the Declaration requires the prior approval of HUD or VA for any amendment of the Declaration during the Period of Declarant Control if, at the time such action is taken, HUD has insurance or VA has a guarantee(s) on one or more Security Interests; and

WHEREAS, at the time(s) this Amendment is executed and recorded HUD does not have insurance nor does VA have a guarantee(s) on one or more Security Interests; and

WHEREAS, the undersigned constitute the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, the undersigned desire to amend the Declaration in order to increase the amount of the initial annual assessment which is provided for in Article IV, Section 3 of the Declaration.

NOW, THEREFORE, the undersigned hereby state, declare and amend the Declaration as follows:

1. Article IV, Section 3 of the Declaration is amended to provide that, until the effective date of an Association budget ratified by the Owners with a different amount for the annual assessment, as provided earlier in the Declaration, the amount of the annual assessment against each Lot shall not exceed Six Hundred and No/100 Dollars (\$600.00) per Lot per annum.

Except as amended hereby, the Declaration shall be and remain in full force and effect without modification.

*Dickens - West Hill Estate
8101 E Prentice Ave, Suite 315
Englewood, CO 80111
Asth Sheldice
CR-11-7-1*

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, have hereunto set their hands and seals this 25th day of October, 1996.

NORTHERN COLORADO LAND, LLC, a Colorado limited liability company

BY: Bradford Bennett
Title: Manager

STATE OF COLORADO)
) ss.
ENGLEWOOD, COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of October, 1996, by Bradford Bennett as Manager of Northern Colorado Land LLC

Witness my hand and official seal.



Sheila J. Hawes
Notary Public
My Commission expires: 7/25/98