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Book/page number or reception number: 84082193

Date: 8/29/1984

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GENESEE FILING NO. 13, PARCEL 1 - AMENDED

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this 26th day of July, 1984, by THE FIRST INTERSTATE BANK OF DENVER, N.A. (formerly known as IntraWest Bank of Denver, N.A., and as The First National Bank of Denver) (hereinafter referred to as "Declarant") for and on behalf of GENESEE LAND COMPANY, a Limited Partnership, which Partnership is hereinafter referred to as the "Developer."

R E C I T A L S:

- A. There has heretofore been recorded a Declaration of Covenants, Conditions and Restrictions for certain real property located in Jefferson County, Colorado, (the "Declaration") which Declaration was recorded in Book 2714 at Page 901, records of the Clerk and Recorder of Jefferson County, Colorado.
- B. Pursuant to Article II of the Declaration, the Developer shall have the right to make subject to the Declaration additional properties by filing of record supplementary declarations with respect to such additional properties, the effect of which shall be to extend the coverage of the Declaration to such additional properties and make such additional properties subject to assessments for their just share of the expenses of the Genesee Foundation (the "Foundation").

- C. Declarant and Developer desire to make the Declaration applicable to certain additional real property located in Jefferson County, Colorado to be known as “The Preserve,” which is described in Exhibit 1 attached hereto and incorporated by reference herein, by the recording of this Supplementary Declaration.
- D. Access to and use of The Preserve is to be controlled and limited to persons owning property in The Preserve, and the property that is owned or to be owned by The Preserve Homeowners’ Association, as provided herein, within The Preserve shall constitute Special Common Properties as defined and provided for in the Declaration

NOW, THEREFORE, the Declarant declares that The Preserve is and shall be held, transferred, sold, conveyed, leased and occupied subject to the protective covenants, conditions, and restrictions set forth in the Declaration and in this Supplementary Declaration, all of which shall run with the land.

Section 1. Preserve Homeowners’ Association.

The Preserve shall have its own homeowners’ association (the “Association”) to be known as “The Preserve Homeowners’ Association,” which shall be a Local Homes Corporation as that term is used in the Declaration.

- (a) Every person (“Preserve Lot Owner”) who is a record owner of a fee interest in any lot within The Preserve (“Preserve Lot”) shall automatically be a member of the Association and they and all occupants of, invitees or permittees in any Preserve Lot shall be subject to and bound by the Articles of Incorporation, By-laws, and rules and regulations of the Association. Such membership ends when such person ceases to own a Preserve Lot, but all members shall remain liable for any acts or omissions that result in a cause of action or claim against them by the Association related to ownership or occupancy of a Preserve Lot or membership in the Association.
- (b) The Association shall have two classes of voting memberships:
 - (i) Class A shall comprise all Preserve Lot Owners within The Preserve. Each Class A member shall have one vote in the Association for each Preserve Lot owned; provided however, that when more than one person holds an ownership interest in a Preserve Lot, the Owner’s vote for that Preserve Lot shall be exercised as those persons decide among themselves. The maximum number of votes for each Preserve Lot is one.

- (ii) The Developer shall be the only Class B member and shall be entitled to 32 votes. Class B shall cease to exist upon the first to occur of the following: (A) the total number of Class A votes is equal to 32; (B) December 31, 1989; or (C) Developer's express voluntary relinquishment of Class B rights. Upon Class B cessation of existence, the Developer shall be deemed to be a Class A member entitled to one Class A vote for each Preserve Lot in which it has an ownership interest.
- (c) The Articles of Incorporation and By-Laws of the Association shall set forth additional provisions regarding the operation of the Association and its membership.
- (d) Use of and access to The Preserve shall be limited to Preserve Lot Owners, occupants, invitees, and permittees. The Association shall promulgate rules and regulations to effectuate this limited use.
- (e) On or before December 31, 1989, Developer shall convey to the Association the Special Common Properties within The Preserve. The maintenance of such Special Common Properties shall be paid by assessments imposed by the Association against the Preserve Lots apportioned equally against each Preserve Lot.
- (f) Assessments imposed by the Association shall be a lien against the respective Preserve Lots from the date they are due until paid in full. Such Assessments shall be levied and collected by the Association, separate from assessments made by the Foundation.
- (g) The Association may impose assessments for Capital Improvements to the Special Common Properties within The Preserve and for emergencies, repairs and replacements.
- (h) In addition to the foregoing, with respect to The Preserve, the Association shall have the same rights, powers and duties as the Foundation has with respect to the Property as set forth in Article V of the Declaration.

Section 2. Preserve Architectural Review Committee

- (a) The Preserve shall have a separate Preserve Architectural Review Committee (the "PARC"). The PARC shall have five members, four of whom shall be appointed by the Board of Directors of the Association, two of whom shall be either licensed architects or licensed land planners. The fifth member shall be appointed by the Genesee Foundation Architectural Review Committee. Members of the PARC need not be Preserve Lot Owners.

- (b) The Architectural Standards for The Preserve (the “Standards”) shall be enacted by the PARC, and may be amended from time to time. The Standards shall be submitted for approval by the Genesee Foundation Architectural Review Committee (the “Foundation ARC”), and any material modifications thereof shall also be submitted for approval by the Foundation ARC. Notwithstanding the provisions of the Declaration, upon approval of the Standards by the Foundation ARC, the sole review and approval of architectural plans and specifications for construction and landscaping on The Preserve shall be made by the PARC.
- (c) No improvements shall be constructed or altered nor shall any construction or excavation be commenced on any Preserve Lot or on the Special Common Properties within the Preserve until the plans and specifications, in form and content satisfactory to the PARC, have been submitted to and approved by the PARC. A fee shall be paid to the PARC at the time of the initial submittal by the Preserve Lot Owner for such architectural review. The fee shall be in an amount reasonably calculated to cover the reasonable expenses of such review. The fee shall be established by the Board of Directors of the Association and may be revised, as necessary in the Board’s discretion. No fee shall be charged for the review of plans and specifications submitted by the Developer or the Association.
- (d) Approval of plans and specifications shall be based on conformity with the Standards and considerations of the particular physical features of the Preserve Lot and neighboring lots and such other considerations as the PARC deems appropriate. Approval shall not be unreasonably withheld. If the PARC fails to either approve or disapprove plans and specifications within thirty (30) days after their submission, in writing, to the PARC, then they shall be deemed approved. For the purposes of this subparagraph, “submission” means that date on which the PARC notifies the Preserve Lot Owner, in writing, that it has received all the plans and specifications it deems necessary to conduct its review, together with the fee.
- (e) Neither the PARC, the Developer, the Association, nor any member of the PARC shall be liable for any damages related to the review and approval or disapproval of any plans and specifications. Each Preserve Lot Owner, by submitting his plans and specifications for review, agrees that he will bring no action or suit seeking such damages from the PARC, the Developer, the Association, or any member of the PARC.
- (f) If, in the opinion of the PARC, any Preserve Lot or any improvement thereon falls into a state of disrepair, the PARC shall send written notice to the Owner thereof, setting forth the items requiring repair. If the Preserve Lot Owner fails to correct the situation within thirty (30) days or such longer period as the PARC allows in its discretion, the Association may repair or enter into a contract to repair the Preserve Lot or the improvements thereon to the

PARC's satisfaction, and all such costs of review, notice, and repair shall be assessed against the Preserve Lot Owner by the Association.

- (g) The PARC shall also have the review responsibilities referred to in Section 5 and 6 below.
- (h) Until December 31, 1989, unless voluntarily relinquished at an earlier date, the Developer, in its own name and on behalf of the PARC, shall have the right to enforce the covenants, conditions and restrictions contained in this Supplementary Declaration. Additionally, until the date aforesaid, at the request of the Developer or at the request of the PARC at any time during the duration of these covenants, the Association shall have the right to enforce these covenants. Developer reserves the right to transfer at any time its duties or the responsibilities of the PARC, or both, pursuant to these covenants to the Association, whereupon said Association shall have the right and the duty to enforce these covenants and to restrain any violations hereof.
- (i) If the PARC ever fails to act for any reason, any improvements within the Preserve shall be subject to complete review and approval by the Foundation ARC.

Section 3. Special Common Properties.

The Special Common Properties in The Preserve shall include, but not be limited to, the following as set forth on the Plat of Genesee Filing No. 13, Parcel 1 – Amended:

- (a) Open space in Tracts A, B, C, D, E, and Lot 33.
- (b) Recreational facilities including, but not limited to, swimming pools, tennis courts, basketball courts, racquetball courts, community facilities, clubhouse facilities, and parking in Tract D.
- (c) Manned or unmanned security facilities in Tract E.
- (d) Caretaker/security guard residence in Lot 33.
- (e) Drainage, access, and utility easements.

Tracts A, B, C, D, E, and Lot 33, the facilities set forth above, if constructed, and any other land or facilities so designated by Developer shall be Special Common Properties as that term is used in the Declaration. Special Common Properties within The Preserve shall be for the use of Preserve Lot Owners and occupants and their invitees and permittees only. Nothing in this Section 3 creates an obligation on Developer's part to provide the facilities or amenities set forth above. Until the Special Common Properties are conveyed to the Association, Developer shall have the right to designate other land or

facilities as Special Common Properties and to relocate facilities located on Special Common Properties. Thereafter, the Association shall have such rights.

Section 4. Applicability of the Declaration.

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby extended to The Preserve and The Preserve is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights set forth in the Declaration and hereinafter set forth, all of which shall run with the land. In addition, to be members of the Association and subject to the rules and assessments of the Association as herein provided, all Preserve Lot Owners shall be members of the Foundation and subject to rules and assessments of the Foundation as provided for in the Declaration.

Section 5. Use of Preserve Lots.

(a) Permitted Uses.

(1) No noxious or offensive activity shall be carried on at any Preserve Lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Preserve Lot Owners in the enjoyment of their Lots or the General or Special Common Properties.

(2) Home occupations shall be limited by right to persons engaged in the professions of medicine, dentistry, law, design and fine arts, and other self-employed types of occupations including but not limited to accounting, realty, needlecrafts, and collecting and marketing of objects d'art. All occupations shall be subject to the PARC approval and the following provisions:

(i) Any occupational use must be located within the dwelling used by such person for his or her home and no external evidence thereof shall be permitted.

(ii) The total area devoted to occupational use shall not exceed twenty-five percent (25%) of the gross floor area of the dwelling, and in no event shall the same exceed four hundred (400) square feet. Garages or porches attached or otherwise, shall not be included in the floor area.

(iii) Only one (1) assistant not a resident of the premises may be employed at any one time. (This limitation is intended to apply to domestic help not associated with the approved home occupation.)

(iv) Such home occupations may be engaged in by the occupant only, and may not be transferred between ownerships or from Lot to Lot.

(v) Other similar home occupations may be engaged in if not detrimental to other Preserve Lot Owners or occupants, if permitted by the Jefferson County Zoning Code, and only if such activity is approved by the PARC.

(3) No oil or gas drilling or the extraction thereof or mining operations shall be permitted on any Preserve Lot. No Preserve Lot Owner shall be permitted to drill a well intended for the extraction of water from the ground, nor construct a septic or sewage disposal system on any Preserve Lot without prior approval of the PARC. The Genesee Water and Sanitation District shall install or cause to have installed water distribution and sewer collection lines to a point proximate to the property line of each Preserve Lot or in the roads adjacent thereto, and connection by the Preserve Lot Owner to the facilities of the District shall be mandatory.

(4) No Preserve Lot shall be used except for residential purposes, except as provided in Subsection 5(a)(2) of this Supplementary Declaration. Each Dwelling constructed on a Lot shall contain a minimum of One Thousand, Five Hundred (1,500) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures). A maximum of two (2) buildings shall be permitted on each Preserve Lot, one of which shall be utilized as a residence, with the other building serving as a garage, studio, green house, guest or servant quarter, or combination thereof. The restrictions set forth in this subsection (4) may be varied or waived by obtaining the written consent of the PARC.

(5) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Preserve, all property lines shall be kept free and open one to another and no fences or plantings stimulating fencing shall be permitted on any Preserve Lot or lot lines, unless approved in advance in writing by the PARC,

(6) No clothes line or equipment intended for children's recreational use, such as swing sets and slides, shall be placed within any Preserve Lot in such a way as to be exposed to view from roads, General or Special Common Properties within the Preserve, or other Preserve Lot, unless said clothes line or equipment is surrounded by fencing or other screening approved by the PARC. This restriction is intended to shield from view, in a practical and attractive way, such installation and shall not be so

construed as to exclude installations tastefully hidden among trees or rock formations.

(7) No exterior antennas shall be permitted except as approved by the PARC, and in any event, such antennas shall be placed in such a manner and location as to be least visible from neighboring Preserve Lots, Special Common Properties within The Preserve or roads.

(8) No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of a Preserve Lot. Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate fencing or screening. The restrictions contained in this subsection (8) may be varied or waived only with the prior approval of the PARC.

(9) All electric, telephone, television, radio and other utility lines shall be placed underground when extended from the lot line to any dwelling or other improvement on a Preserve Lot. The Developer may enter into a contract for the provision of cable television to the Preserve Lots.

(10) No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of Dwellings and other improvements located thereon or essential to the function of community services shall be placed or used on any Preserve Lots or on the Special Common Properties within the Preserve.

(11) No permanent exterior lighting of any sort shall be installed or maintained on any dwelling or other improvements on a Preserve Lot, the light source of which is visible from: a neighboring Preserve Lot or Lots, Special Common Properties, or roads. All lighting must be in conformity with standards promulgated by the PARC from time to time.

(12) Trees shall not be cut or tree roots disturbed by trenching on the Preserve Lot without prior approval of the PARC.

(13) Lot 33 and Tracts D and E and the improvements thereon, including a temporary trailer or other movable facility located thereon by Developer, may also be used by Developer, at no cost to it, for sales offices until all Preserve Lots are sold, and Developer shall have an easement for its benefit for such use, regardless of whether such Tracts and Lot have been conveyed to the Association as provided herein.

(14) Sales offices or model homes may be located on any Preserve Lot or Tract selected by Developer, except to the extent limited by applicable governmental regulations.

(b) Special Preserve Lot Restrictions.

(1) Height. In no event shall any detached single family dwelling unit or structure on any Preserve Lot exceed a height of thirty-five (35) feet. Measurements shall be taken from the highest point of natural grade adjacent to the foundation of such dwelling or other improvement.

(2) Setback and Drainage and Utility Easements. Unless otherwise approved in writing by the PARC, construction of any dwelling or improvement is prohibited on designated setback areas and drainage and utility easements for all Preserve Lots. The PARC shall have the right to prohibit construction of any dwelling or other improvement on the areas subject to such restrictions or easements. The approximate setback areas, drainage and utility easements are shown on Exhibit 2 to this Supplementary Declaration, which Exhibit is entitled "Genesee Filing No. 13, Parcel 1 – Amended Development Guide."

(3) General. The restrictions and limitations set forth in Section 5(b)(1) and (2) of this Supplementary Declaration are in addition to, but not in lieu of the other restrictions and limitations contained in the Declaration, and any further supplementary declarations. The restrictions set forth in this Section 5(b) may be varied or waived by the PARC at its discretion unless otherwise prohibited by applicable zoning or platting requirements of a governmental agency with jurisdiction over such matters.

(c) Livestock and Pets.

No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained on any Preserve Lot. If a Preserve Lot Owner chooses to keep house or yard pets, said Preserve Lot Owner shall at all times have them under his or her control, whether within the Preserve Lot Owner's Lot or in any other location within the Preserve or other Property subject to the Declarations. Animals shall not be permitted to roam at will, and at the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their owner for their return. The Developer and the Association shall have the right to adopt further rules and regulations to enforce this provision. Animal control authorities shall have the right to come onto the Special Common Properties within the Preserve, without operation of a motor vehicle thereon, for such control purposes.

No horses shall be kept or otherwise maintained within any Preserve Lot. Further, no horses shall be ridden or otherwise permitted on any of the Special Common Properties within the Preserve, except in those areas specifically designated by the

Developer or the Association for such purposes, and the Developer or the Association shall have no obligation to designate any such area.

(d) Landscaping and Maintenance.

(1) Preserve Lot Owners are encouraged to landscape their Lots using indigenous species. The PARC shall retain the right to require that the trees or shrubs on a Preserve Lot be located or trimmed so as to preserve or enhance the view from other lots within the immediate vicinity.

(2) No area within the Preserve shall be used or maintained as a dumping ground for rubbish. No garbage or trash or other waste shall be placed anywhere other than in covered sanitary containers, which shall be maintained in good and clean condition. Containers shall be made of a material which will minimize noise during handling. No waste shall be burned upon any Preserve Lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association.

(3) No exterior fires shall be permitted except for barbeque fires contained within receptacles designated for that use. No coal or other type of fuel which gives off smoke, excepting wood and charcoal, shall be used for heating, cooking or any other purpose within a Preserve Lot unless approved by the PARC.

(4) A Preserve Lot and all improvements thereon shall be maintained at all times by the Owner in good condition and repair. The Owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain, or other exterior condition shall not be changed without prior approval of the PARC. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance as defined in Section 5(a)(1) hereof.

(5) Each Preserve Lot Owner shall maintain the landscaping as approved by the PARC upon his lot in good condition. An Owner shall remove weeds and water and trims lawns and shrubs as often as the same shall become necessary and otherwise remove waste material from his Preserve Lot.

(6) The Association, its agents, employees, and contractors shall have the right to use all Special Common Properties within The Preserve for the purposes of providing the services contemplated herein.

(e) Automobile, Boat, and Camper Parking.

(1) Trucks, trailers, mobile homes, truck campers, boat, and commercial vehicles shall not be kept, placed or maintained upon any Preserve Lot, road, private drive or on the Special Common Properties within the Preserve in such a manner that such vehicle or boat is visible from neighboring Preserve Lots, Special Common Properties, or roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvement permitted by this Supplementary Declaration. All recreational vehicles not properly parked within a Preserve Lot must be parked outside of The Preserve and any other real Property subject to the Declaration. Commercial vehicles engaged in the delivery or pick up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Preserve Lot in excess of the reasonable period of time required to perform such commercial function.

(2) Each dwelling shall include at least two completely enclosed and two outside parking places within the Preserve Lot. If approved by the PARC, garages may be totally detached from the dwelling and need not be joined by any architectural features. Temporary parking shall be permitted on roads and streets only in areas designated by the PARC and may be prohibited by the Developer or the Association from time to time in order to permit the clearance of snow accumulation on and maintenance of the roads and streets.

(3) No trailer, vehicle, or boat or other similar machine or apparatus shall be constructed, reconstructed, or repaired upon any Preserve Lot in such a manner that such activity is visible from neighboring Preserve Lots, Special Common Properties or roads.

(4) All garage doors shall be kept closed at all times, with the exception of those times a vehicle is actually entering or exiting the garage. The door may remain open for periodic maintenance of the door or garage area.

(f) Signs No signs whatsoever shall be permitted within any Preserve Lot, with the exception of those listed below:

(1) Signs required by legal proceedings

(2) Residential identification signs and street signs that conform in size, material, design, detail, and lighting with standards dictated by the Developer. Such standards shall be enforced as set forth in Section 2 above.

- (3) Signs of the type usually used by contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided those signs do not exceed a total face area of six square feet.
- (4) For Sale and For Rent signs may be erected upon a Preserve Lot, provided that no more than one sign is erected and that such sign does not extend a total face area of six square feet unless otherwise approved in advance in writing by the PARC.
- (5) Signs placed by the Developer or the Association containing maps, sales information, or directions.

No sign shall exceed a height of four feet from grade.

(g) Butane, Propane, Fuel Oil and Natural Gas. Unless otherwise permitted by the PARC, if, at any time, natural gas lines are extended to a point proximate to a Preserve Lot and natural gas service thereafter is provided to dwelling on a Preserve Lot, the Owner and any occupants of such dwelling shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect to and utilize the aforesaid natural gas distribution services.

(h) Access and Security System. Access to the Preserve may be limited by a security gate system. If a security gate system is constructed for the Preserve, each Dwelling on each Preserve Lot shall be required to be connected thereto at the Preserve Lot Owner's expense.

Section 6. Uses of Special Common Properties Within the Preserve.

- (a) No noxious or offensive activity shall be carried on at any of the Special Common Properties, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to Owners in the enjoyment of their Preserve Lots or the Special Common Properties.
- (b) No General Common Properties, as that term is defined in the Declaration, shall exist in the Preserve. All uses of the General and Special Common Properties outside the Preserve shall be subject to rules and regulations of the Genesee Foundation as promulgated and revised by the directors thereof from time to time. All uses of the Preserve shall be subject to the rules and regulations of the Association, as promulgated and revised by the Directors thereof from time to time.
- (c) No improvement, excavation or other alteration shall be made so as to alter the Special Common Properties within The Preserve from its natural or existing state at the time of conveyance by the Developer to the Association unless approved in advance by the PARC, except that utility easements need

be approved only by the Board of Directors of the Association or by the Developer

- (d) Areas within the Special Common Properties within the Preserve to be utilized for recreational facilities may be so developed by either the Developer or the Association, subject only to prior approval of the PARC.
- (e) Unless approved by the PARC in writing, uses of the undeveloped and unimproved Special Common Properties within The Preserve shall be limited to those activities which do not materially injure or scar such Special Common Properties or the vegetation thereon, substantially increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to the Preserve Lot Owners or occupants in the enjoyment of their lot or the Special Common Properties.
- (f) There shall be no camping or picnicking on the Special Common Properties within the Preserve except in those areas specifically designated by the Association for that purpose, if any.
- (g) There shall be no fires started or maintained in the Special Common Properties within The Preserve except for fires started by the Association or its employees incidental to the maintenance of the Special Common Properties and except for cooking and campfires in those areas designated for that use and in recreational facilities in which the same shall expressly be permitted.
- (h) All Preserve Lot owners and occupants shall have the right to use the Special Common Properties subject to the provisions hereof.
- (i) The use of snowmobiles, motorcycles or other motorized vehicles off the roadways is expressly prohibited within the Preserve except as required for emergency and maintenance purposes.
- (j) Uses of bicycles shall be limited to the roads and bike trails provided for their use, if any.

Section 7. Right to Replat, Withhold Conveyance.

Notwithstanding any other provisions of this Supplementary Declaration, or the Declaration to the contrary, Declarant, for itself, its successors and assigns, for the benefit of Developer, hereby reserves the right, without the consent of any Preserve Lot Owner, Mortgagees, the Foundation, or the Association to amend, modify or alter, from time to time, the plat of Genesee Filing No. 13, Parcel 1 – Amended as filed for record in the office of the Clerk and Recorder of Jefferson County as to any property located therein owner by Declarant or Developer, including without limitation any Preserve Lots or Special Common Properties

within the Preserve. Neither Declarant nor Developer shall have any obligation to convey or cause to be conveyed the Special Common Property to the Association before December 31, 1989, and prior to such conveyance Declarant or Developer, in connection with the exercise of the rights reserved herein and in their discretion, are expressly authorized and permitted to change the property designated as Special Common Properties within The Preserve, without the consent of the Foundation, the Preserve Homeowners' Association or their respective directors or members. The rights reserved in this Section 7 shall in any event terminate on December 31, 1989

Section 8. Limitations on Annual Assessments.

With reference only to The Preserve, the annual assessments provided for pursuant to the Declaration and the annual assessments provided for herein shall commence one (1) year from the date of conveyance from the Developer of a Preserve Lot to the first Preserve Lot Owner thereof or until the date of occupancy of the dwelling on a Preserve Lot, whichever is earlier. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Foundation pursuant to the Declaration and by the Board of Directors of the Association, respectively, and shall be without limitation. Nothing contained in this Supplementary Declaration or in the Declaration shall prohibit, by implication or otherwise, special assessments for capital improvements, emergencies, exterior maintenance and capital contributions, all as provided for in Sections 3, 4 and 5 of Article V of the Declaration.

Section 9. Amendment of Supplementary Declarations.

The Association, by the assent of 75 percent of the votes of its members, may amend this Supplementary Declaration in any manner except to the extent that such amendment would be inconsistent with the terms of the Declaration.

Section 10. Interpretation, Conflict.

This Supplemental Declaration is intended to be interpreted to supplement and complement the Declaration. However, regarding the Preserve, if any conflict in interpretation arises between this Supplemental Declaration and the Declaration, the terms of this Supplemental Declaration shall control. Similarly, if any conflict in interpretation arises between the rules, powers, rights, and duties of the Foundation and of the Association, the roles, rights and duties of the Association shall control. This document shall be interpreted in accordance with the laws of Colorado.

IN WITNESS WHEREOF, First Interstate Bank of Denver, N.A., formerly known as IntraWest Bank of Denver, N.A., and as the First National Bank of Denver, as trustee for a land trust for the benefit of the Developer, has executed this instrument the day and year first above written.

The FIRST INTERSTATED BANK OF DENVER,

N.A., formerly known as IntraWest Bank of Denver, N.A., and as the First National Bank of Denver

By _____
Vice President and Trust Officer

Attest:

Assistant Cashier

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of July, 1984, by Charles W. Smedley Jr. as Vice President and Trust Officer and _____ Assistant Cashier of The First Interstate Bank of Denver, N.A., formerly known as IntraWest Bank of Denver, N.A., and as the First National Bank of Denver.

Witness my hand and official seal.

My Commission expires: March 8, 1987

Notary Public
Address:_____

RATIFICATION

Genesee Land Company, as the Developer pursuant to the Declaration of Covenants, Conditions and Restrictions referred to hereinabove, does hereby join in, consent to and ratify the within Supplementary Declaration.

PROPERTY ADVISOR INC., a general partner in Genesee Land Company, A limited partnership

By _____
Vice President

F M SWATARA COMPANY

A general partner in Genesee Land Company, A
limited partnership

By _____
President

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

The foregoing instrument was acknowledged before me this 23rd day of July,
1984, by _____, President of F M Swatara Company, a Pennsylvania
corporation.

Witness my hand and official seal.

My commission expires: July 26, 1986

Carol Pierson
Notary Public
Address: 250 King of Prussia Rd
Radnor, Pennsylvania, 19087

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

The foregoing instrument was acknowledged before me this 23rd day of July,
1984, by _____, Vice President of Property Advisors, Inc., a Delaware
corporation.

Witness my hand and official seal.

My commission expires: July 26, 1986

Carol Pierson
Notary Public
Address: 250 King of Prussia Rd
Radnor, Pennsylvania, 19087

EXHIBIT 1

TO

SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Genesee Filing No. 13, Parcel 1 - Amended, according to the recorded plat thereof, County of Jefferson, State of Colorado.

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal purposes, please refer to the original document, filed at Jefferson County, Clerk and Records office.

Book/page number or reception number: 84082193

Date: 8/29/1984

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Book/page number or reception number: 93180252

Date: 11/03/93

***CERTIFICATE OF SECRETARY OF THE PRESERVE
HOMEOWNERS ASSOCIATION***

THIS CERTIFICATE OF SECRETARY OF THE PRESERVE HOMEOWNERS ASSOCIATION, a Colorado non profit corporation, is made and executed this 28th day of October, 1993, by Gary McKay, the Secretary of the Preserve Homeowners Association.

The undersigned states and certifies as follows:

1. The Preserve Homeowners Association desires to amend the Supplementary Declaration of Covenants, Conditions, and Restrictions for Genesee Filing No. 13,

Parcel 1 – Amended, as recorded at Reception No. 84082193 of the records of the Clerk and Recorder of Jefferson County, Colorado (referred to as The Preserve Supplementary Declaration).

2. Pursuant to Section 9 of the Preserve Supplementary Declaration, said Supplementary Declaration may be amended by the assent of 75% of the votes of the members of the Preserve Homeowners Association.
3. There are 32 lots which are subject to the Preserve Supplementary Declaration. In order to secure 75% approval of any amendment to the Preserve Supplementary Declaration, approval of the owners of 24 of the Lots is necessary.
4. On August 16, 1993, a meeting was conducted by the Preserve Homeowners Association for the purpose of ratifying and approving a First Amendment to The Preserve Supplementary Declaration. At said meeting, 20 members were present in person or by proxy and approved the First Amendment to Declaration of covenants, Conditions and Restrictions for Genesee Filing No. 13 – Parcel 1 - Amended. The meeting was continued for the purposes of obtaining the approvals and consents of the remaining members necessary to obtain 75% approval of the First Amendment.
5. Subsequent to August 16, 1993, five (5) additional Members of the Preserve Homeowners Association have approved the First Amendment.
6. Pursuant to Section 9 of the Supplementary Declaration, 25 of the 32 Members of the Preserve Homeowners Association have ratified and approved the First Amendment. This constitutes more than the 75% approval required by Section 9 of the Preserve Supplementary Declaration.
7. The Preserve Homeowners Association hereby amends the Preserve Supplementary Declaration in the form and fashion of the First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for Genesee Filing No. 13, Parcel I – Amended, attached hereto and incorporated herein. The ratification and assent to said First Amendment by the Members of the Preserve Homeowners Association is also attached hereto and incorporated herein.

Gary McKay
Secretary of the Preserve Homeowners Association

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR GENESEE FILING NO. 13, PARCEL I – AMENDED

THIS FIRST AMENDMENT TO THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION FOR GENESEE FILING NO. 13, PARCEL 1 – AMENDED (the “First Amendment”) is made as of the 28th day of October, 1993, by the members of The Preserve Homeowners Association, pursuant to Section 9 of said Supplementary Declaration.

RECITALS:

- A. There has heretofore been recorded a Declaration of Covenants, Conditions, and Restriction for certain real property located in Jefferson County, Colorado (the Declaration) which Declaration was recorded in Book 2714 at Page 901, records of the Clerk and Recorder of Jefferson County, Colorado. The Declaration establishes covenants for the property commonly known as the Genesee residential community in Jefferson County, Colorado and a homeowners association for the community, known as Genesee Foundation (the Foundation).
- B. There has heretofore been recorded a Supplementary Declaration of Covenants, Conditions and restriction for Genesee Filing, No. 13, Parcel 1-Amended (the Supplementary Declaration) which Supplementary Declaration was recorded at Reception No. 84082193, records of the Clerk and Recorder of Jefferson County, Colorado. The Supplementary Declaration establishes certain supplemental covenants for a portion of the Genesee residential community commonly known as The Preserve.
- C. Genesee Filing, No 13, Parcel 1 – Amended, commonly known as The Preserve, is subject to both the Declaration and the Supplementary Declaration.
- D. The Preserve has its own homeowners association known as The Preserve Homeowners Association which is a Local Homes Corporation, as defined in the Declaration.
- E. The members of the Preserve Homeowners Association consist of The Preserve Lot Owners, as that term is defined in the Supplementary Declaration.
- F. The Supplementary Declaration provides that The Preserve shall have a separate Preserve Architectural Review Committee (the PARC). The rights

and duties of the PARC are more particularly set forth in the Supplementary Declaration.

- G. The Declaration for the Genesee residential community as a whole provides for the establishment of an Architectural Review Committee (the ARC).
- H. The architectural review functions within The Preserve have been performed by the PARC. However, the Preserve Homeowners Association and the Preserve Lot Owners believe that architectural review functions within The Preserve can be more effectively carried out by the ARC and that covenant enforcement functions within The Preserve can more effectively be carried out by the ARC and/or the Foundation.
- I. The Preserve Homeowners Association and the Preserve Lot Owners desire to amend the Supplementary Declaration to terminate the existence of the PARC and to substitute the ARC as the entity which will perform architectural review functions within the preserve and to substitute the ARC and the Foundation as the entities which will provide covenant enforcement functions within the Preserve.
- J. The Supplementary Declaration provides that The Preserve Homeowners Association, by the assent of 75% of the votes of its members, may amend the Supplementary Declaration.

NOW, THEREFORE, the undersigned Lot Owners and member of the Preserve Homeowners Association, constituting 75% of the members hereby declare that the Supplementary Declaration shall be and hereby is amended as set forth below and The Preserve is and shall be held, transferred, sold, conveyed, leased and occupied subject to the Protective Covenants, Conditions and Restriction set forth in the Declaration and the Supplementary Declaration, as amended by this First Amendment, all of which shall run with the land.

- 1. Section 2 of the Supplementary Declaration is hereby modified and amended as follows:
 - A. The Preserve shall not have a separate Preserve Architectural Review Committee. All architectural review functions within The Preserve shall be performed by the Architectural Review Committee for Genesee (the ARC), as established by the Declaration.
 - B. The Architectural Standards for The Preserve shall be enacted by the ARC.
 - C. All references in said Section 2 to The Preserve Architectural Review Committee shall be and hereby are modified and amended to refer to the ARC.

- D. The Architectural review fee, as contained in Section 2 (c) shall be established by the ARC and may be revised, as necessary, in the discretion of the ARC.
- E. The functions of the PARC as contained in Section 2 (f) of the Supplementary Declaration shall be and hereby are assigned to the ARC and the Foundation. The ARC and the Foundation shall have all the rights, powers, and obligations previously held by the PARC, as set forth in said Section 2 (f).
- F. With respect to the covenant enforcement rights, contained in Section 2 (h), the ARC and the Foundation shall have the same rights as previously held by the PARC for covenant enforcement. In the event the ARC or the Foundation undertakes any such covenant enforcement action the ARC and /or the Foundation shall be entitled to collection of any costs and attorneys' fees associated with such enforcement, as provided in the Declaration or Supplementary Declaration.
- G. Section 2 (i) of the Supplementary Declaration is hereby deleted in its entirety.

- 2. Any reference to the PARC within Section 5 of the Supplementary Declaration shall be and hereby is changed to refer to the Supplementary Declaration.
- 3. Any reference to the PARC in Section 6 of the Supplementary Declaration is hereby changed and modified to refer to the ARC.
- 4. This First Amendment is intended to amend the Supplementary Declaration. If there is any conflict between this First Amendment and the Supplementary Declaration, this First Amendment shall control. In all other respects, the Declaration and the Supplementary Declaration are ratified and reaffirmed by this First Amendment.

IN WITNESS WHEREOF, the undersigned members of the Preserve Homeowners Association have made and executed this First Amendment.

NAME AND ADDRESS OF MEMBER	SIGNATURE OF MEMBER	DATE OF EXECUTION
_____	_____	_____

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal

*purposes, please refer to the original document, filed at Jefferson County, Clerk and
Recorders office.*

Book/page number or reception

number: 93180252

Date: 11/03/93