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Book/page number or reception number: 3084/202

Date: 10/12/1977

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GENESEE FILING NO. 3

PHASE II

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this _____ day of _____, 1977, by THE FIRST NATIONAL BANK OF DENVER, a National Banking Association (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 has 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.

C. Further, pursuant to Article II of the Declaration, the Developer may create within the additional properties, satellite, or smaller communities, such communities to be governed by local homes corporations, including condominium associations.

D. Declarant and Developer desire to make the Declaration applicable to certain additional real property located in Jefferson County, Colorado (the "Additional Property"), which Additional Property is described in Exhibit 1 attached hereto and incorporated by reference herein by the recording of this Supplementary Declaration. The Declarant and Developer further desire, by the recording of a supplemental condominium declaration, to subject a portion of the Additional Property to the Condominium Declaration for the Ridge Town at Genesee which Condominium Declaration for the Ridge Town at Genesee was recorded by means of a Condominium Declaration for the Ridge Town at Genesee (the "Condominium Declaration") on February 13, 1976 in Book 2818 at Pages 30-55 in the records of the Clerk and Recorder of Jefferson County, Colorado, as supplemented by a First Supplementary Condominium Declaration recorded in Book 2914 at Page 443, as amended and a Second Supplementary Condominium Declaration recorded in Book 2914 at Page 443.

NOW, THEREFORE, the Declarant declares that the Additional Property 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. Additional Definitions.

(a) All of the definitions contained in the Declaration are incorporated herein except as hereinafter modified and the following additional definitions shall be applicable for the purposes of this Supplemental Declaration.

(b) The term "Building" when utilized herein shall mean and refer to the building containing Condominium Units as that term is hereinafter defined which is located on the Additional Property or any portion thereof.

(c) The term "Common Elements" when utilized herein shall mean and include any general and limited Common Elements as described in any Condominium Declaration and shall mean and refer to the Common Elements as shown on any condominium map or maps filed with the Clerk and Recorder of Jefferson County, Colorado with reference to any Buildings constructed or to be constructed on the Additional Property or any portion thereof.

(d) The term “Condominium Developer” shall mean and refer to any person or entity, whether one or more, acquiring all or any portion of the Additional Property for the purpose of constructing Condominium Units or other types of dwelling units thereon.

(e) The term “Condominium Units” when utilized herein shall mean and refer to any residences within any Buildings constructed on the Additional Property or any portion thereof, as the same are shown in any condominium maps filed with reference thereto.

(f) The term “Unit Owner” shall mean and refer to the owner of any Condominium Unit constructed on the Additional Property or any portion thereof; provided, however, that such term shall not include the Developer, the Declarant, and the Condominium Developer, or the successors and assigns of such entities other than the purchasers of individual Condominium Units therefrom.

(g) The term “Additional Property” when utilized herein shall mean refer to the property as described in Exhibit 1 hereto.

(h) The term “Tract A” shall mean and refer to Tract A of the Additional Property.

(i) The term “Supplementary Condominium Declaration” shall mean and refer to any document which may be recorded which subjects any portion of the Additional Property to the Condominium Declaration.

Section 2. Applicability of the Declaration.

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby extended to the Additional Property, and such Additional Property 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.

Section 3. The Condominium Association.

(a) The Condominium Declaration shall make provision for: filing of condominium maps; ownership of the Common Elements; easements for maintenance, repair and emergencies; Unit Owners’ responsibility to maintain the Condominium Units; a method of determining or ascertaining the annual expenses of the Condominium Association and for certifying the amount required to be assessed in order to meet such expenses; reconstruction, damage and obsolescence of the Condominium Units and for such other and further matters as shall be necessary or desirable in the judgment of any Condominium Developer.

(b) All assessments (including those made for the Genesee Foundation and the Condominium Association) shall be made by the Genesee Foundation. The Genesee

Foundation shall have the right to file liens for unpaid or delinquent assessments or to foreclose such lien, all in accordance with Article V of the Declaration. In the event, however, that the Genesee Foundation shall fail to either assess or collect the amount certified by the Condominium Association to the Genesee Foundation, then, after thirty (30) days written notice to the Genesee Foundation, if the Genesee Foundation shall have failed to act, the Condominium Association shall as to all amounts owing by such Unit Owner have all the rights of the Genesee Foundation set forth in the Declaration with reference to levying assessments, establishing liens for non-payment and collecting such amounts.

Section 4. Condominium Units to be Constructed on the Additional Property.

(a) Permitted Uses.

(1.) No noxious or offensive activity shall be carried on at the Additional Property or in any Condominium Unit, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Unit Owners in the enjoyment of their Condominium Units or the Common Elements.

(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 objets d'art. All such occupations shall be subject to the approval of the Architectural Review Committee and the following provisions:

(i.) Any occupational use must be located within the Condominium Unit 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 Condominium Unit, 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 assistant not a resident of the premises may be employed at any one time.

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

(v.) Other similar home occupations may be engaged in if not detrimental to other Unit Owners, if permitted by the Jefferson County Zoning Code, and if such activity is approved by the Architectural Review Committee.

(3.) No oil or gas drilling or the extraction thereof or mining operations shall be permitted on the Additional Property. No Unit 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 the Additional Property without prior approval of the Architectural Review Committee. 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 the Additional Property or in the roads adjacent thereto, and connection by Unit Owners to the facilities of the District shall be mandatory.

(4.) No Condominium Unit shall be used except for residential purposes, except as provided in Section 4(a)(2) of this Supplementary Declaration. Each Condominium Unit constructed on the Additional Property shall contain a minimum of twelve hundred (1,200) 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).

(5.) No Condominium Unit Owner may lease his Condominium Unit for transit or hotel purposes and in no event may any Owner lease less than the entire Condominium Unit. Any lease agreement with reference to a Condominium Unit shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provision of the Condominium Declaration, the Declaration, this Supplementary Declaration and the Articles, By-Laws and rules and regulations of the Condominium Association and the Genesee Foundation.

(6.) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property covered by the Official Development Plan for Genesee and any additions thereto, no fences or plantings simulating fencing shall be permitted on the Additional Property, except where, in the opinion of the Architectural Review Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

(7.) No clothes line shall be placed on the Additional Property or within any Condominium Unit in such a way as to be exposed to view from roads, General or Special Common Properties or other lots, Condominium Units, or Common Elements, unless said clothes line or equipment is surrounded by fencing or other screening approved by the Architectural Review Committee. This restriction is intended to shield from view, in a practical and attractive way, such installations and shall not be so construed as to exclude installations tastefully hidden among trees or rock formations.

(8.) No exterior antennas shall be permitted except as approved by the Architectural Review Committee, and in any event, such antennas shall be placed at such location as is the least visible from neighboring lots, Common Elements and General or Special Common Properties or Condominium Units or roads.

(9.) No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of the Additional Property. Any tank used in connection with any Condominium Unit (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 (9) may be varied or waived only with the prior approval of the Architectural Review Committee.

(10.) All electric, telephone, television, radio and other utility lines shall be placed underground when extended from the lot line of the Additional Property to any Condominium Unit or other improvement on the Additional Property.

(11) No exterior horns, whistles, bells or other sound devices, except security device used exclusively to protect the security of Buildings and other improvements or essential to the function of community services, shall be placed or used on any lot, Condominium Unit, Common Elements or on the General or Special Common Properties.

(12) No permanent exterior lighting of any sort shall be installed or maintained on any Building or other improvement on the Additional Property, the light source of which is visible from: a neighboring lot or Condominium Unit, the Common Elements, General or Special Common Properties, or roads. All lighting must be in conformity with standards promulgated by the Architectural Review Committee from time to time.

(13.) Trees shall not be cut or tree roots disturbed by trenching on the Additional Property without prior approval of the Architectural Review Committee.

(b) Special Restrictions.

(1) Height. In no event shall any Building or structure on the Additional Property exceed a height of forty-five (45) feet. Measurements shall be taken from the highest point of natural grade adjacent to the foundation of such Building or other improvement. Elevation datum is based upon topographic surveys in the possession of the Developer and the information contained in such surveys as to elevations shall, for the purpose of these restrictions on height, be deemed conclusive. Copies of the aforesaid topographic surveys are available at the office of the Developer for review.

(2) Maximum Number of Private Dwelling Units. A maximum of sixteen (16) Private Dwelling Units (including Condominium Units) shall be permitted to be constructed on the Additional Property. Subject to prior written approval of the Developer, nothing contained herein shall prohibit the construction on the Additional Property of Private Dwelling Units other than Condominium Units, nor the formation of Local Homes Associations or similar entities other than the Condominium Association thereon, nor prevent subjecting the Additional Property to condominium declarations other than the Condominium Declaration so long as the Total Number of Private Dwelling Units does not exceed the maximum set forth above.

(3. General. The restrictions and limitations set forth in Section 4(b)(1) of this Supplementary Declaration are in addition to, but not in lieu of the other restrictions and limitations contained in the Declaration, any Supplementary Declarations, any Condominium Declaration or Supplementary Condominium Declarations relating to the Additional Property. The restrictions set forth in this Section 4(b) may be varied or waived by the Architectural Review Committee at its discretion upon good cause shown.

(c) Livestock and Pets.

1. No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained within any Condominium Unit. If a Unit Owner chooses to keep house or yard pets, said Unit Owner shall at all times have them under his or her control, whether within the Condominium Unit, or in any other location within the Additional Property. Animals shall not be permitted to roam at will, and at the option of the Developer or the Genesee Foundation, 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 Genesee Foundation shall have the right to adopt further rules and regulations to enforce this provision.

2. No horses shall be kept or otherwise maintained within the Additional Property. Further, no horses shall be ridden or otherwise permitted on any of the Common Elements or General or Special Common Properties, except in those areas specifically designated by the Developer or the Genesee Foundation for such purposes.

(d) Landscaping and Maintenance.

(1) The Architectural Review Committee shall require that the trees or shrubs on the Additional Property be located or trimmed so as to preserve or enhance the view from other properties within the immediate vicinity. The Condominium Association will be encouraged to landscape the Common Elements, using indigenous species.

(2) No portion of the Additional Property 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 the Additional Property or within any Condominium Unit. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Genesee Foundation.

(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 Condominium Unit or on the Additional Property unless approved by the Architectural Review Committee.

(4) Condominium Units and all Buildings and other improvements on the Additional Property shall be maintained in good condition and repair at all times by the Unit Owner or Condominium Association, as the case may be. The Condominium Association shall cause all buildings 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 Architectural Review Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance as defined in Section 4(a)(1) hereof.

(5) The Condominium Association shall remove weeds and trim when it becomes necessary and maintain the landscaping as approved by the Architectural Review Committee upon the Additional Property, and otherwise remove waste material, from the Additional Property.

(e) Automobile, Boat, and Camper Parking

(1) Trucks, trailers, mobile homes, truck campers, boats, and commercial vehicles shall not be kept, placed or maintained upon the Additional Property, the Common Elements, any road, private drive or on the General or Special Common Properties in such a manner that such vehicle or boat is visible from neighboring Condominium Units, lots, Common Elements, General and 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 Building or other improvement permitted by this Supplementary Declaration. An appropriate parking area shall be designated by the Developer on property covered by the Declaration for

the parking and storage of recreational vehicles, and all such vehicles not placed in conformity with the above requirements shall be parked in the approved storage area. A reasonable charge may be made by the Developer for use of such a vehicle parking areas. 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 Additional Property in excess of the reasonable period of time required to perform such commercial function.

- (2) Each Condominium Unit with the Additional Property shall include at least two (2) enclosed garage parking spaces. Temporary parking shall be permitted on roads and streets only in areas designated by the Architectural Review Committee and may be prohibited by the Genesee Foundation or the Developer 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 shall be constructed, reconstructed, or repaired upon the Additional Property in such a manner that such activity is visible from neighboring Condominium Units, lots, Common Elements or General or 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 with the Additional Property, with the exception of those listed below:
- (1) Signs required by legal proceedings.
 - (2) Residential identification signs constructed of materials which are compatible with the architecture of the area, and these shall be subject to the approval of the Architectural Review Committee prior to the erection thereof. Such signs shall not exceed a total face area of two square feet.
 - (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 two square feet.
 - (4) For Sale and For Rent signs may be erected upon the Additional Property, provided that no more than one sign is erected and that such sign does not extend a total face area of two square feet unless otherwise approved in advance in writing by the Architectural Review Committee.
 - (5) No sign shall exceed a height of four feet from grade.

(g) Butane, Propane, Fuel Oil, and Natural Gas. Unless otherwise permitted by the Architectural Review Committee, if at any time natural gas lines are extended to a point proximate to the Additional Property and natural gas service thereafter is provided to Condominium Units on the Additional Property, Unit Owners shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect to and utilize the aforesaid natural gas distribution services.

Section 5. Tract A.

- (a) No noxious or offensive activity shall be carried on at Tract A, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners or Unit Owners in the enjoyment of their Lots and Condominium Units respectively
- (b) All uses of Tract A shall be subject to rules and regulations of the Genesee Foundation 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 Tract A from its natural or existing state at the time of conveyance by the Developer to the Genesee Foundation unless approved in advance by the Architectural Review Committee or the Developer
- (d) Tract A is to be utilized for open space and recreational facilities as hereinafter described and may be so developed by either the Developer or the Genesee Foundation, subject only to prior approval of the Architectural Review Committee. Tract R shall be used for open space purposes. However, the existing farmhouse thereon may be used as a temporary sales office by Developer for a period of time not to exceed five years from the date of recording of the Plat Map for Genesee Filing No. 3, Phase II. Upon the expiration of such period, all improvements on Tract R shall either be removed or converted to recreational facilities compatible with the open space uses. Tract S shall be used for open space and recreation facilities, including buildings and outdoor facilities. In addition Tract S may include caretaker's quarters. Unless used for roadway purposes, Tract T shall be used for open space.
- (e) Except as provided in Section 5(d) hereof, uses of the undeveloped and unimproved portions of Tract A shall be limited to those activities which do not materially injure or scar such portions or the vegetation thereon, substantially increase the cost of maintenance, thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners or Unit Owners in the enjoyment of their respective Lots or Condominium Units or their enjoyment

of Tract A unless sanctioned or approved by the Architectural Review Committee.

- (f) There shall be no camping or picnicking on Tract A except in those areas specifically designated by the Genesee Foundation for that purpose.
- (g) There shall be no fires started or maintained on Tract A except for fires started by the Condominium Association or the Genesee Foundation or their employees incidental to the maintenance of Tract A 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) No domestic animals shall be permitted on Tract A except:
 - (1) Generally recognized house or yard pets accompanied by and under the control of their Owners;
 - (2) Horses upon paths and other areas designated as bridle paths and upon equestrian facilities intended for that use.
- (i) The use of snowmobiles, motorcycles or other motorized vehicles off the roadways is expressly prohibited within Tract A 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.

Section 6. Commencement of Assessments.

All assessments by the Genesee Foundation as to a Condominium Unit located on the Additional Property (other than the portion of such assessment assessed on behalf of the Condominium Association) shall commence on the date on which a Condominium Unit is conveyed to a Unit Owner and, no Condominium Unit shall be assessed by the Genesee Foundation on its own behalf prior to the date of such conveyance.

Section 7. Amendment.

Developer hereby reserves the right, for a period of two (2) years from the date of recording of this Supplemental Declaration, to modify or amend this Supplemental Declaration, without the consent of any other Owner, Unit Owner, or any other person, party, or entity being required; provided, however, that such amendment or modification shall not unreasonably impair the rights of any Unit Owner to use and enjoy such Unit Owner's Condominium Unit and the Common Elements incident thereto. Any such modification or amendment shall be immediately effective upon the recording, in the office of the Clerk and Recorder of Jefferson County, Colorado, of a written instrument, executed by the Developer and Declarant. After the expiration of such two (2) year

period described above, any termination, extension, modification or amendment of this Supplementary Declaration, shall be effective only upon compliance with the provisions of the Declaration.

IN WITNESS WHEREOF, The First National Bank of Denver, a national banking association, has executed this instrument the day and year first above written.

The FIRST NATIONAL BANK OF DENVER,
A National Banking Association

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 9th day of September, 1977, by _____ as Vice President and Trust Officer and _____ as Assistant Cashier of The First National Bank of Denver, a national banking association.

Witness my hand and official seal.

My Commission expires: _____.

Notary Public

RATIFICATION

Genesee Land Company, 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.

PROPERTIES ADVISOR INC., a General Partner
in Genesee Land Company, a Limited Partnership

By _____

F.M. Swatara Company, A General Partner in
Genesee Land Company, a Limited Partnership

By _____

STATE OF PENNSYLVANIA)
 CITY AND) ss.
COUNTY OF PHILADELPHIA)

The foregoing instrument was acknowledged before me this 6th day of September, 1977, by Kevin F. Donohoe, of Properties Advisor Inc., a General Partner of Genesee Land Company.

Witness my hand and official seal.

My Commission expires: 11/17/79

Notary Public

RATIFICATION

Ronald Holsman, as the purchaser pf a portion of the Additional Property from Declarant, does hereby join in, consent to, and ratify the within Supplementary Declaration.

Ronald Holsman

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

The foregoing instrument was acknowledged before me this ____ day of _____, 1977, by Ronald Holsman.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF PENNSYLVANIA)
 CITY AND) ss.
COUNTY OF PHILADELPHIA)

The foregoing instrument was acknowledged before me this 7th day of September, 1977, be Kevin F. Donohoe of F M Swatara Company, a General Partner in Genesee Land Company.

Witness my hand and official seal.

My commission expires: 11-19-79

Notary Public

EXHIBIT 1
TO
SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GENESEE FILING NO. 3

Genesee Filing No. 3, Phase II, 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: 3084/202

Date: 10/12/1977