

The following is a compilation of the original Declaration of Covenants, Conditions and Restrictions of Heritage Village, the Addendum to the Declaration; the Notice of Amendments to Declaration of Covenants, Conditions and Restrictions of Heritage Village, the Second Notice of Amendments to Declaration of Covenants, Conditions and Restrictions of Heritage Village, and the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Heritage Village. This compilation is for convenience only. No reliance should be placed on this reprint of the documents. The actual recorded documents can be found at the Office of the Clerk and Recorder for Arapahoe County.

Heritage Village Declaration of Covenants, Conditions and Restriction

THIS DECLARATION, made on the date hereinafter set forth by CELEBRITY HOMES, INC. a Delaware corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Arapahoe, State of Colorado, which is more particularly described as: Heritage Village Filing No. 1, according to the Plat thereof recorded May 14, 1975 in Book 28 at page 37 of the Arapahoe County records.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Village Association, a non-profit Colorado corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows: Lot 9, Block 3, Heritage Village, Filing No. 1, together with all perimeter landscaped areas and islands as shown on the Plat.

The Declarant may convey additional common area to the Association, as additional properties are annexed to the properties pursuant to the provisions of Section 4, Article VIII.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. “Declarant” shall mean and refer to CELEBRITY HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members,
- (d) the right of the Association to place such restrictions upon the use of the facilities as it may deem advisable, including, but not limited to, the classification of users by age groups.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot subject which is to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall; be entitled to one vote for each Lot owned. When more than one person holds and interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. As additional properties are annexed and become subject to this Declaration in accordance with the provisions of Section 4. (b) of Article VIII hereof, the Declarant shall be entitled to the Class B votes with respect to each Lot so annexed. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1979.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and recreational facilities located thereon. The assessments, whether held by the Declarant or by the Association, shall be used for the maintenance and repair of the Common Area and recreational facilities as the same are completed by the Declarant, whether in whole or any segment thereof. The Declarant makes no warranties with respect to the installations on the Common Area and the recreational facilities, except to pass on to the Association those warranties given to Declarant.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Ninety-six Dollars (\$96.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, The maximum annual assessment may be increased each year not more than 12% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the 12% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected in advance on a yearly, quarterly or monthly basis as the Board of Directors may determine. Declarant shall be liable to pay annual assessments upon those Lots used for show homes, construction, offices, and supplies only.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to each Lot on the date of Conveyance of such Lot, and each Owner shall pay a full year's assessment in advance at the time of closing. Declarant shall hold such advance payment for the uses specified in Article IV Section 2 hereof, and shall pay any balance of such advance payment to the Association at the time the operation of the project is turned over to the Association. The Board of Directors shall fix the amount of the annual assessment against each lot 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

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, roof, fence, wall, driveway, parking area, concrete, masonry, brick work, or other structure shall be commenced, enlarged, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI USE RESTRICTIONS

- (a) The use of the Common Area shall be subject to the restrictions set forth in Article II, and to those restrictions hereinafter set forth.
- (b) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.
- (c) No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members.
- (d) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.
- (e) No use shall ever be made of the Common Area which will deny ingress and egress to those Owners having access to Lots only over Common Area and the right of ingress and egress to said Lots by vehicle and otherwise is hereby expressly granted.

- (f) Each and every Lot shall be used for private family residence purposes only. Garages shall not be used as residences. Garages must either be attached to a single family residence as an integral part thereof or attached thereto by arbor or breezeway and shall conform to the architecture thereof. No structures of a temporary character, including but not limited to trailers, tents, shacks, sheds, garages, barns, or other outbuildings or similar structures or vehicles shall be constructed, kept, or maintained upon a Lot at any time.
- (g) No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family. No business or profession prohibited by zoning laws shall be conducted upon the premises, and no exterior signs of any nature may be shown or displayed with respect to any lawful business or profession.
- (h) Every residence constructed or remodeled on a Lot shall have not less than 1,000 square feet of floor area devoted to living purposes if it is a residence of one story and shall have not less than 800 square feet of floor area on the main floor devoted to living purposes if it is a residence of more than one story. Floor area devoted to living purposes does not include roofed or unroofed porches, terraces, basements, garages, or other similar structures or areas. The residence constructed shall have a garage of sufficient size to house not less than two cars. Each residence shall provide a concrete driveway for at least two motor vehicles, and such driveway shall be as configured by the original Declarant of Heritage Village or as approved by the Board of Directors. Off street parking of motor vehicles is limited to garages and concrete driveways. In no event is the number of vehicles parked on the streets to exceed a total of two for any individual Lot on a regular basis unless otherwise authorized in writing by the Board of Directors. Vehicles undergoing repairs must be parked in garages except during periods of temporary repair and such repair shall be during daylight hours only.

No vehicle with a rated load capacity of more than 2,000 (one ton), such as trailers, motor homes, campers or recreational vehicles, including but not limited to, vehicle mounted models whether chassis or slide-in, trucks, step-vans, or other similar vehicles; nor any boats or inoperable, disabled or unregistered motor vehicles of any size or type shall at any time be placed, parked, or maintained on any Lot, in any street, or on any common area for any purpose, either temporary or permanent. Trailers, motor homes, campers, recreational vehicles, raised roof vans, coaches, boats, or other similar vehicles having a rated load capacity of 2,000 (one ton) or less pounds may not be parked on a street or in a driveway, but may be parked on a Lot provided they are shielded from view from the street and from neighboring properties and common areas in a manner which is consistent with the planting and fencing regulations of Heritage Village. Trailers, motor homes, campers, and boats which can be and are completely stored within attached garages and which are not used on the premises as either a temporary or permanent residence shall not violate these covenants. Temporary placement of vehicles as listed in this paragraph may be authorized by a proper written waiver from the Board of Directors. A waiver will not be necessary for such vehicles which will be in Heritage Village for fewer than 72 consecutive hours during any six month period.

- (i) No wall or fence except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any Lot, except in connection with recreational facilities. Any rock

retaining walls shall be maintained by the Owner of the property below the walls. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than six (6) feet. No walls, fences or hedges will be permitted on the street frontage within fifteen (15) feet of front property line, except for needed retaining walls. On corner Lots, no walls, fences or hedges will be permitted within fifteen (15) feet of the property line as measured to either street, except for required retaining walls.

- (j) Any building placed, erected or maintained upon any Lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere.
- (k) All electric, television, radio and telephone line installments and connection from Lot Owner's property line to residence or structures shall be placed underground.
- (l) Each residence shall maintain at least one electric post light between the house and the street, which said light shall be operated by a photo-electric cell or other automatic device so that it will be lighted automatically during hours of darkness.
- (m) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (n) No advertising sign (except one of not more than five square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.
- (o) All clotheslines, equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing as herein permitted so as to conceal them from view of neighboring Lots and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (p) No exterior television antenna, satellite dish, radio antenna, or similar devise of any sort shall be placed, allowed, or maintained upon any Lot or upon any structure or other improvement on said Lot, except as may be approved in writing by the Board of Directors of the Association.
- (q) As soon as the growing season reasonably permits, the grounds on all Lots shall be seeded, sodded, or otherwise planted with grass, trees, decorative shrubs, or flowers. Alternative ground cover (i.e. decorative rocks or chips) may also be utilized on the grounds of any Lots. Lots shall be maintained in a clean and attractive, and kept reasonably free of overgrowth of weeds and wild grass, dead grass, trees, flowers, and shrubs. All fences and wood decks on Lots shall be maintained in good repair in a clean and attractive manner. In the event that any abandoned Property (which for the purpose of this paragraph is defined as no one living on such Property on a permanent and continuing basis) is not kept in the manner as set forth above, the Board of Directors or its designated committee may enter upon such Lot or cause any of its agents or employees to enter upon such Lot for the purpose of maintaining the exterior appearance and integrity of the property. In the event that the Board has to hire someone to maintain the property, or in the event that the Association incurs expenses in any other regard as connected to necessary maintenance, the

owners of that Lot shall be liable to the Association and shall be deemed to have given the Association consent to file a lien on the property for such costs and expenses. In addition, the owners of the Lot shall be deemed to have agreed to indemnify the Association, hold it harmless and consent regarding the actions taken pursuant to this Paragraph.

- (r) All roofs on all residences shall be covered with original quality or better wood shake shingles or light weight concrete tile, architectural (multi-dimensional and multi-layered) asphalt product or other similar high quality multi-dimensional and multi-layered materials that have discernable width, depth, height and general color of a cedar shake roof. The intent of this covenant is to allow for various roofing materials that maintain a dimensional and layered appearance and are compatible and complimentary with the architectural style of the home. Flat materials with no vertical relief and that are not multi-dimensional and multi-layered are prohibited. Any change, alteration, reconstruction or replacement of any roof shall be governed by the requirements of Article V of this Declaration of Covenants, Conditions and Restrictions as amended, referring to Architectural Control. The Architectural Control Committee shall review all replacement roofing in relations to the Committee's established roofing guidelines for color, depth, dimension and general appearance.

No activities shall be carried on or permitted to be carried on which are or which may become an annoyance, nuisance or hazard to the inhabitants of Heritage Village or to their property or guests.

- (s) No building, structure or portion of any Lot shall be permitted to fall into disrepair. Buildings or structures must at all times be kept in good condition and adequately painted or otherwise finished and driveways and parking areas must be kept in good repair. If a structure is destroyed, wholly or partially, by fire or other event, the structure shall be promptly rebuilt and repaired to its original condition or better, or the remaining structure and debris shall be totally removed from the Lot and the Lot restored to its original condition within a reasonable period of time.

ARTICLE VII EASEMENTS

The easements over and across the Common Area shall be those shown or provided for upon the recorded plat of Heritage Village, Filing No. 1, and any other subsequent platted properties which are annexed hereunder, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions.

The easements over and across the Common Area shall be those shown or provided for upon the recorded plat of Heritage Village, Filing No. 1, and any other subsequent platted properties which are annexed hereunder, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions.

Declarant reserves unto itself and its successors for a period of ten (10) years from the date hereof easements, without further consent, to construct, use and abandon utilities under, over and across any property including but not limited to, individually platted lots and Common Areas.

Declarant may abandon such easements without in any way being obligated to remove the utilities installed therein.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Payment of Attorney's Fees and Costs. In the event that the Association or any Owner brings an action for a violation or threatened violation of this Declaration of Covenants, it shall be lawful for the Association or such Owner to recover damages, including reasonable attorney's fees and costs, arising out of such violation.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

- (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.
- (b) Additional land within the NE/4 of Section 19, Township 5 South, Range 67 West of the 6th P.M., except the East 40 feet thereof, County of Arapahoe, State of Colorado, may be annexed to the properties by the Declarant without the consent of members within six (6) years of the date of this instrument.

Section 5. Reports and Records. The Association shall furnish such reports and records, and make available the Association Books, to any Governmental Agency requesting the same in connection with any loans of the agency secured by one or more Lots in the properties.

Section 6. Duties of Owners. In addition to all other duties of owners either contained in this Declaration or contained in any rule of law, each owner who does not reside on his or her property and who allows others to reside on said property, either with or without reimbursement to the owner, shall provide such individuals with a copy of the Declaration of Covenants in force at the time such residency begins.