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AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
HOMESTEAD FARM HOMEOWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION (this "Declaration" or this "Amended and Restated Declaration"), is made effective as of 3/7/97 ~~1996~~, by and among the Homestead Farm Homeowners Association, Inc. (hereinafter called the "Association"), a Colorado nonprofit corporation, and each and every record Owner (as hereinafter defined).

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RECITALS:

The Owners and the Association make this Declaration upon the basis of the following facts and intentions:

A. The Owners and the Association have real property interests situated in that particular residential community commonly known as "Homestead Farm" as such community is more particularly defined and described in that certain Homestead Farm Filing 1 and Filing 2, according to the plat thereof as filed in the real property records of the Clerk and Recorder of Arapahoe County, Colorado.

B. This Amended and Restated Declaration amends and restates that particular "Declaration of Covenants and Restrictions of Homestead Farm Homeowners Association" which was filed of record in the real property records of the Clerk and Recorder of Arapahoe County, Colorado on April 27, 1978, in Book 2764, Pages 500-524 (the "Original Declaration"), as such Original Declaration was amended by that particular amendment filed of record in the real property records of the Clerk and Recorder of Arapahoe County, Colorado on August 14, 1978, in Book 283, Page 213.

C. The Original Declaration had been prepared by, and was for the benefit and protection of, the developer of the real property, the Owners, and the Association.

D. The developer completed the development of the community, conveyed title to the Common Areas (as defined below) to the Association, and, pursuant to the terms of the Original Declaration, ceased to own or hold any legal, beneficial, equitable, or other real property interest in Homestead Farm. Pursuant to the terms of the Original Declaration, the Association and the Members (as defined below) have full power and authority to amend the Original Declaration pursuant to the provisions of Article XIV Section 1 of said Original Declaration.

E. The Association, its Members, and the Board (as defined below) have jointly determined that the Original Declaration needs to be updated and revised because of changes in circumstances (including the completion of the community by the developer and conveyance of the Common Areas to the Association), and that the Properties, Lots, and Living Units (each as defined below) should remain subject to certain conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified.

F. The Board appointed a committee to review and propose revisions to the Original Declaration that would clarify and provide benefit to the Association, its Members, and the Owners. The proposed additions, revisions, and clarifications were then reviewed, discussed and approved at a regularly noticed open meeting of the Board.

G. The Board next incorporated the proposed amendments to the Original Declaration into this Amended and Restated Declaration, and then submitted this Amended and Restated Declaration for approval in writing by (1) Owners holding seventy-five percent (75%) of the total vote entitled to vote on amendments to the Original Declaration; and (2) seventy-five percent (75%) of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots (as herein defined) or Living Units (as hereinafter defined) who have given notice to the Association of such holder's interest in such Lot or Living Unit.

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H. Following submission of this Amended and Restated Declaration to the Owners and the mortgage and deed of trust holders of record with the Association, the Association received a sufficient number of written approvals from the required Owners and holders to adopt and file of record this Amended and Restated Declaration. Counterpart signature pages from (1) 191 Owners constituting 76 % of the Owners entitled to vote on this Amended and Restated Declaration; and (2) 0 registered holders of mortgages and deeds of trust constituting 100 % of such holders are attached to this Amended and Restated Declaration and will be filed of record in the County Clerk and Recorder's office in Arapahoe County, Colorado.

NOW THEREFORE, the Association, its Members, and the Owners hereby declare that all the properties described above and contained of record in the recorded plat of Homestead Farm Filing 1 and Filing 2 shall be held, sold, and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

A. "Architectural Control Committee" shall mean the committee established pursuant to Article IX hereof (together with such ancillary and sub-committees as may be established by the Board from time to time), to perform the duties and functions delegated and assigned to it herein or in the Residential Improvement Guidelines.

B. "Association" shall mean Homestead Farm Homeowners Association, Inc., a Colorado non-profit corporation, and its successors and assigns.

C. "Board" shall mean the board of directors of the Association, duly elected or appointed and acting pursuant to the articles of incorporation and the bylaws of the Association.

D. "Common Area" shall mean Tracts A through E of the above described real property and also those areas of land shown or declared as such in any other recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties.

E. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by the Association and which may be maintained by the Association. Such Designated Public Properties shall include but not be limited to sidewalks, the median parkway on East Fremont Avenue on the west side of South Holly Street, and those portions of the streets known as East Fremont Avenue and the north side of East Dry Creek Road not actually being used for road purposes.

F. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Common Area.

G. "Living Unit" shall mean the Lot shown on the plat of the Properties and all improvements thereon including the single family home situated upon the Lot which is designed and intended for use, occupancy and ownership as a residence by a single family.

H. "Member" shall mean an Owner of a Lot or Living Unit. Status as an Owner is the sole qualification for membership in the Association.

I. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot or Living Unit, including contract sellers.

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J. "Properties" shall mean all of the property hereinabove described and contained of record in the recorded plat of Homestead Farm Filing 1 and Filing 2, and additions thereto that are subject to this Declaration.

K. "Residential Improvement Guidelines" shall mean the Residential Improvement Guidelines of Homestead Farm Homeowners Association as adopted and amended from time to time by the Board.

L. "Street" shall mean any highway or other thoroughfare as shown on any recorded plat of the Properties.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership. When more than one person holds a membership interest in any Lot or Living Unit, all such persons shall be Members. The vote for such Lot or Living Unit shall be exercised as they may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Living Unit.

## ARTICLE III ADMINISTRATION AND MANAGEMENT

Section 1. The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, the By-Laws, the Residential Improvement Guidelines, and any published rules and regulations of the Association. The developer of Homestead Farm, Sanford Homes, Inc, conveyed legal title to the Common Area to the Association free and clear of all liens and encumbrances on September 7, 1979.

Section 2. The Association shall pay taxes and assessments on the Common Area, maintain insurance, as hereafter provided, and manage, supervise, maintain and repair all Common Areas. The Association may provide a security and protection system for the Properties and Members and such other facilities and amenities as may be deemed necessary and proper by the Board.

## ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right of easement and enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The developer of Homestead Farm, Sanford Homes, Inc, conveyed legal title to the common area to the Association free and clear of all liens and encumbrances on September 7, 1979.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association to limit the number of guests of Members,
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area,
- C. The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment against his Lot or Living Unit remains due and unpaid,

D. The rights of the Association, as provided in its By-Laws and the Residential Improvement Guidelines, to suspend the enjoyment rights of any Member for any period during which the Member remains in substantial violation of the published rules and regulations of the Association; provided that the term "substantial violation" shall be defined, used, or explained in the Residential Improvement Guidelines,

E. The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and with written consent of seventy-five percent (75%) of the Members entitled to vote thereon consenting to mortgage said Common Area as security for any such loan,

F. 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, provided that no such dedication or transfer, shall be effective unless an instrument signed by seventy-five percent (75%) of the Members entitled to vote thereon has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken, and unless such dedication or transfer is approved by the Board of County Commissioners of Arapahoe County, Colorado, or any successor governmental entity having jurisdiction over the Properties, if required by resolutions or ordinances thereof, and provided further that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause,

G. The right of the Association to close or limit the use of the Common Area while maintaining or making replacements in the Common Area,

H. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure, and

I. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 4. Delegation of Use. Any Member may delegate in accordance with the By-Laws the right of enjoyment to the Common Area to family members, tenants, and installment contract purchasers who reside on the Lot or in the Living Unit.

Section 5. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot or Living Unit. A transfer of a Lot or Living Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners and in accordance with the rules and regulations adopted from time to time by the Board. Sale of a Lot or Living Unit under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot or Living Unit.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot or Living Unit by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association Annual Assessments (as defined below) and any special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The Annual Assessments and any special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Lot against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. Annual Assessments and any special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Members and in particular for the improvements and maintenance of property services and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of Lots and Living Units situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. The Annual Assessment for the 1996 fiscal year is set in this Declaration at \$498.00 (the "Annual Assessment"). The Annual Assessment and subsequent Annual Assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board shall from time to time determine are necessary to provide for the payment of all estimated expense growing out of or connected with the maintenance and operation of the Common Area, the operation of the Association for the benefit of the Members, which sums may include, but not be limited to, any taxes and other assessments levied against the Common Area; insurance premiums for fire with extended coverage for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of the Common Area; lighting and heating, repairs and renovations of Common Areas; wages of the Association's employees; charges for water used by the Association; Common Area maintenance, and expenses of providing security and protection for the Members and their Living Units; legal and accounting fees; management fees; expenses, and liabilities incurred by the Board under or by reason of this Declaration; the payment of any deficit remaining for a previous period; the creation of a reasonable contingency or other reserve or surplus funds; and any and all other costs and expenses necessary to carry out the terms and intent of this Declaration.

The Association shall maintain an adequate reserve fund out of the Annual Assessments, and not by periodic assessment, for the maintenance, repair and replacement of those elements of the Common Area that must be replaced on a periodic basis. The Board may after consideration of the current maintenance costs and the financial requirements of the Association fix the Annual Assessment at an amount less than the Annual Assessment of previous years. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half (1/2) of the Members entitled to vote thereon.

The Annual Assessment may be changed as follows:

A. From and after January 1, 1996, the Annual Assessment may be increased in each subsequent year by an amount which is ten percent (10%) or less than the Annual Assessment for the immediately preceding year without a vote of the Members.

B. From and after January 1, 1996, the Annual Assessment may be increased by an amount which is more than ten percent (10%) of the Annual Assessment for the immediately preceding year by a vote of more than sixty percent (60%) of the Members entitled to vote in person or by proxy, at a meeting of the Members duly called for this purpose.

Section 4. Special Assessments. Upon a vote of the Members in the manner set forth in Sections 5 and 6 of this Article V, the Association may also levy, in addition to the Annual Assessment described above, a special assessment in any calendar year, applicable to that year only, by a vote of more than sixty percent (60%) of the Members entitled to vote in person or by proxy, at a meeting of the Members duly called for this purpose.

Section 5. Notice and Quorum Requirements For Action Authorized Under Sections 3 and 4. Written notice of any meeting of Members called to change the Annual Assessment allowed either with or without a vote of the Members, or to levy a special assessment, shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, which notice shall set forth the purpose of the meeting. The quorum of Members required to vote on and pass a special assessment or to increase the Annual Assessment over the maximum allowable annual amount shall be as follows: (i) at the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of the votes of the Members shall constitute a quorum, or (ii) if the required quorum is not present, either in person or by proxy at such meeting, another meeting may be called which meeting shall also be subject to the notice requirements set forth in this Section 5. At such subsequent meeting, the required quorum shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting may be held more than sixty (60) days following the preceding meeting.

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Section 6. Date of Commencement of Annual Assessment. Annual Assessments shall become due and payable on or before May 1 of each year, and at the Board's discretion may be collected semi-annually, quarterly or on a monthly basis. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7. Duty of the Board of Directors. The Board shall fix the amount of the Annual Assessment against each Lot or Living Unit and give the Owner subject thereto written notice of such Annual Assessment at least thirty (30) days in advance of the due date of such Annual Assessment. The Board shall cause to be prepared a roster of the Lots subject to such Annual Assessments, with the amount of the Annual Assessments applicable to each such Lot and shall keep the roster in the Association office subject to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner liable for an Annual Assessment or special assessment a certificate in writing setting forth whether the assessments on the Lot owned by such Owner have been paid.

Section 8. The Effect of Non-payment of Assessments; Lien of Association. If an Annual Assessment or special assessment is not paid on the due date set forth in this Article V, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of ten percent (10%) of the amount of any unpaid assessment. In addition to the late charge, the unpaid assessment shall accrue interest at the rate of eighteen percent (18%) per annum from the date the assessment became past due, until it is paid. The secretary of the Association shall file in the office of the Arapahoe County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot or Living Unit from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and the Association may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements, and reasonable attorney fees to be fixed by the court, such costs, disbursements, and attorney fees, together with all unpaid assessments shall be secured by a lien on the Owner's Lot or Lots, whether the Owner uses the Common Area or abandons his or her Lot or Living Unit. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

During any period in which a Member is in default in the payment of any Annual Assessment or special assessment levied by the Association, the voting rights of such Member shall be suspended by the Board until such past due assessment has been paid in full.

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 or first deed of trust, and shall also be subordinate in any executory land sales contract owned by the Veterans Administration or its assigns. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit which is subject to any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot or Living Unit from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property which is part of the Properties and is otherwise subject to this Declaration shall be exempted from the Annual Assessment, any special assessment, or other charges and liens created herein.

A. All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal or quasi-municipal corporation or other local public authority and devoted to public use; and

B. All Common Areas.

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Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Members and others with an interest such as encumbrances or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots and Living Units may pay taxes or other charges or assessments which are in default and which may become a lien against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Areas and the first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

## ARTICLE VI POWERS OF ASSOCIATION

Section 1. Exclusive Power. Except as otherwise provided in this Declaration, the duties of the Association set forth herein shall be exclusively performed by the Association, and any duty to be performed or right to be exercised by the Association as enumerated herein shall not be performed by any Owner individually without the written consent of the Association. The Association shall have the exclusive right and obligation to contract for all goods, services and insurance, payment for which is to be made from the annual assessments.

Section 2. Power of Inspection. Any officer or agent of the Association or any member of the Architectural Control Committee shall have a reasonable right of entry upon the Lot to view the exterior of any Living Unit to determine compliance with and to enforce the provisions of this Declaration, the Residential Improvement Guidelines, or the rules and regulations of the Association. The Association, and any agent or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

Section 3. Right of Entry of Association Representative During Remodeling or Reconstruction. Any agent or officer of the Association or the Architectural Control Committee may, at any reasonable hour or hours during the remodeling of a Lot or Living Unit, enter upon the Lot or upon the exterior of a Living Unit to determine if there has been compliance with the provisions established by the Architectural Control Committee in approving such remodeling. Also, in the event any Living Unit is to be, or is being, reconstructed, any agent or officer of the Association or the Architectural Control Committee may, at any reasonable hour or hours during the reconstruction of a Lot or Living Unit, and upon at least seventy-two (72) hours prior written notice to the Owner, enter upon the Lot to view the exterior of a Living Unit to determine if there has been compliance with the provisions established by the Architectural Control Committee in approving such reconstruction. The Association, the Architectural Control Committee, and any agent or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection provided that they have complied with the provisions hereof. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Right to Cure Owners' Defaults. Where any Owner has an obligation to perform any act of maintenance, preservation, construction, alteration or repair on such Owner's Living Unit or upon such Owner's Lot or the exterior of the Living Unit, and such Owner fails to perform such act within one-hundred twenty (120) days after notice of the need to perform the same and demand for such performance is delivered by the Association or Architectural Control Committee to the Owner (or such Owner fails to commence to perform such work and diligently proceed to complete the same where completion cannot be accomplished within said one hundred twenty (120) day period), then the Association shall have the right upon not less than seventy-two (72) hours prior written notice to enter upon the Lot or upon the exterior of the Living Unit and to perform the necessary work for the account of the delinquent Owner. All costs and expenses incurred in connection therewith shall be assessed against the delinquent Owner as a form of special assessment, or shall be paid by the Owner upon receipt of an invoice for such work.

## ARTICLE VII RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of all Properties subject to this Declaration:

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A. No Lot or Living Unit on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

B. Animals, livestock or poultry of any kind shall not be raised, bred, kept or maintained for any commercial purpose on any part of the Properties or in any Living Unit. No horses shall be kept on the property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog, cat or other household pet shall immediately remove excrement deposited by said dog, cat or other household pet upon the Properties, including the Common Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs, cats or other household pets shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios, balconies and front porches shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the Living Unit or connected garage, except on the scheduled trash pick-up days.

#### ARTICLE VIII RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any county or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structures, improvements and personal property on the Properties.

A. No primary dwelling erected on any part of a Lot shall contain less than 1400 square feet of principal living area, said living area to be fully enclosed. Porches, terraces, unfinished basement areas, and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Lot for living or other than temporary recreational purposes, nor shall any garage be used for living purposes. Garden sheds or tool sheds may be erected, however, but only with the approval of the Architectural Control Committee.

B. No trailer, motor home, camper, including vehicle mounted camper whether chassis or slide in, or pickup coach, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages, and are not used for living purposes will not be in violation of these restrictions.

#### ARTICLE IX RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

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Section 1. Architectural Control Committee. The Board or its designated representatives shall act as the Architectural Control Committee. In the event of death or resignation of any member of the Architectural Control Committee, the Board shall have full authority to designate a successor. Neither the members of the Board, nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant. The Board shall have full power and authority to maintain, and revise as necessary, the Residential Improvement Guidelines to implement the restrictions set forth herein and to govern improvements on and to the Lots.

Section 2. Restrictions on Construction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building, fence or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation and relationship to other Lots and dwelling units thereon. The Architectural Control Committee shall have the right to refuse to approve any such plans, specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. These plans and specifications are to be approved in writing by the Architectural Control Committee, and a finally approved plan shall be lodged permanently with said Architectural Control Committee. All subsequent changes or additions affecting the external appearance of any structure on a Lot, including but not limited to fences, roofing material, walls, basketball backboards, patio additions, awnings, antennae, air conditioners and coolers, shall be subject to the prior approval of the Architectural Control Committee.

B. The Architectural Control Committee's approval or disapproval as required in these Covenants shall be in writing. The Architectural Control Committee has thirty (30) days from receipt of the required plans and specifications (hereafter called the application) to approve or disapprove of the application, or to request additional information from the applicant. The Architectural Control Committee shall provide the applicant with a receipt when the complete application has been received. If additional information is requested, the application will not be deemed complete until such information is received by the Architectural Control Committee. Approvals and requests for additional information shall be mailed or delivered personally and signed for by the applicant; denials shall be sent by certified mail, return receipt requested to the applicant within three (3) days of the Architectural Control Committee's decision. In the event the Architectural Control Committee fails to approve or disapprove the application within thirty (30) days after its receipt of a completed application from an Owner, approval of the application will not be required and the related Covenant shall be deemed to have been fully complied with.

C. It is the intent of the Owners and of the Association to protect, to the maximum extent allowable pursuant to applicable laws, the existing residential character of the Properties by regulating the ability of Owners to install, use, or maintain satellite dishes and radio and television antennas. Therefore, consistent with applicable laws which may be in effect from time to time and actually binding upon the Association from time to time, the Architectural Control Committee shall have the sole power and authority to regulate, approve, and disapprove the installation, use or maintenance of any satellite dish or antennae. Notwithstanding the above power and authority, the Architectural Control Committee shall have no right, power, or authority to approve the construction or installation of any radio, television, satellite or other form or type of antenna of any kind to be displayed to the public view as viewed from the front of a Lot.

D. Only one (1) sign per dwelling of not more than five (5) square feet advertising a dwelling for sale or rent will be allowed.

E. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots or Living Units within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

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F. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street lines and a line connecting them at points 25 feet from the intersection of the corner lines of each corner Lot, or in the case of a rounded corner of a Lot, from the intersection of the Street lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a Street line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

G. As soon as the growing season reasonably permits, the grounds around all Living Units and Lots shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings, and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner. The structures and grounds of each Lot or Living Unit shall be maintained in a neat and attractive manner.

Section 3. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Board or the Architectural Control Committee showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Board shall be conclusive evidence that shall justify and protect any title company insuring title to any Lot subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one (1) year following the issuance of a building permit therefor by county or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk for Arapahoe County, or unless legal proceeding shall have been instituted to enforce compliance or completion.

## ARTICLE X RESERVATION OF EASEMENTS

Section 1. Encroachments and Easements. Owners of the Lots and Living Units agree that if any portion of the Common Areas and their facilities encroach upon any Lot or Living Unit, an easement shall exist for the encroachment and for the maintenance of the same, so long as it stands or as the same may be reconstructed. For title or other purposes, easements shall not be considered or determined to be encumbrances either on the Common Area, Lots, or Living Units. There is hereby created a blanket easement upon, across, over and under the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity, and a master cable television or antennae system, if any. By virtue of this easement, it shall be expressly permissible for the providing electrical, cable, communication, utility, and/or telephone company to erect and maintain the necessary equipment on the Properties and to affix and maintain electrical and/or telephone wires, circuits and conduits on, across and under the roofs and exterior walls of the Living Unit. Notwithstanding anything to the contrary contained herein, no sewers, electrical wires, water lines or other utilities may be installed or relocated on the Properties, except as approved by the Board. This easement shall in no way affect any other recorded easement on said Lot or the Properties. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lots or Living Units.

Section 2. Public Service Company. All Common Area, Lots and Living Units are subject to and bound by Public Service Company tariffs which are now, and may in the future, be filed with the Public Utilities Commission of the State of Colorado relating to street lighting upon the Properties, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The Owners shall pay as billed a portion of the cost of public street lighting in the Properties according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado. Nothing herein shall preclude the Association from installing lights of its own selection in lieu of those provided by Public Service Company.

## ARTICLE XI INSURANCE AND INDEMNIFICATION

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Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business, in the State of Colorado with a rating in Best's Insurance Reports (or any comparable publication) of at least A (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

(a) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and the Members;

(b) provide that the policy of insurance shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage, or the nearest equivalent available, for the full replacement cost of the general Common Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be canceled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one-hundred percent (100%) of the replacement value of all facilities in the Common Area, except land, foundation, excavation and other items normally excluded from coverage, and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one-hundred percent (100%) of the replacement value of the facilities in the Common Area.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and the Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Area and any other area the Association is required to restore, repair or maintain pursuant to this Declaration with bodily injury liability limits of not less than \$1,000,000 for each occurrence and property damage liability limits of not less than \$1,000,000 for each occurrence, or \$2,000,000 in the aggregate.

Section 4. Workers' Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workers' compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one-hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

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Section 7. Indemnification. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlements thereof, whether or not he is an officer or director of the Association at the time such expenses are incurred, except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

## ARTICLE XII CONDEMNATION

In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Area, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Area and improvements thereon), as reasonably determined by the Association, in excess of \$10,000, the Association shall give prompt notice thereof, including a description of the part of, or interest in, the Common Area or improvement thereon sought to be so condemned, to all first mortgagees who have given the Association notice of their interest and to the Owners. The Association shall have full power and authority to defend in said proceedings, provided that the Association shall not enter into any settlement or other non-adversary disposition of said proceedings pursuant to which the Common Area, or any part thereof or interest therein, or any improvement thereon or any part or interest of such improvement is relinquished without giving all such first mortgagees, and Owners at least thirty (30) days prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Area, the award made for such taking shall be payable to the Association. If seventy-five percent (75%) or more of the Owners approve the repair and restoration of the Common Area, the Association shall arrange for the same and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Owners do not duly and promptly approve the repair and restoration of such Common Area, the Association shall disburse the net proceeds of such award to the Owners, the Owner of each Lot or Living Unit receiving one (1) equal share, provided that the Association shall first pay out of the share of each Owner the amount of any unpaid liens or encumbrances on his Lot or Living Unit in the order of the priority of such liens or encumbrances.

## ARTICLE XIII GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by seventy-five percent (75%) or more of Owners entitled to vote on such amendment or revocation and by seventy-five percent (75%) of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots and Living Units, who have given the Association notice of their interest in any Lot or Living Unit. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the statutes of Colorado and the resolutions and ordinances of Arapahoe County, Colorado, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board or the Association shall be sent by certified mail, postage prepaid, to 7311 South Glencoe Way, Littleton, Colorado, 80122, until such address is changed by a notice of address change mailed to each Owner by the Association.

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SS  
AM

Section 3. Enforcement. The Association shall have all powers and authorities granted to it in law or in equity to enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration, or by the provisions which may from time to time be set forth in the Residential Improvement Guidelines or any rules and regulations adopted by the Association. Such enforcement may include any means set forth in the Colorado Common Interest Ownership Act as applicable to organizations existing prior to July 1, 1992, including but not limited to the instituting of proceedings at law or in equity against any person or persons violating or attempting to violate any of the said conditions, restrictions and limitations, either to (1) recover damages for such violation; or (2) restrain such violation or attempted violation; or (3) to modify or remove structures either fully or partially completed in violation hereof. Every suit to enforce this Declaration, or restrain a violation or attempted violation hereof or of such other governing documents related to the Association, its Members or Owners, or to modify or remove a structure fully or partially completed in violation of the applicable conditions, covenants, restrictions, rules, regulations shall be commenced no later than one (1) year from the date of the violation for which the action is sought to be brought or maintained. In no event shall the Association be liable to reimburse any Owner for attorneys' fees or costs incurred in any suit brought by an Owner to attempt to enforce this Declaration. In any action to enforce any provisions of this Declaration, the Residential Improvement Guidelines, or any rules and regulations adopted by the Board, whether legal or equitable, the prevailing party shall be entitled to reasonable costs and attorney fees as shall be fixed by the court.

Section 4. Severability. The provisions hereof shall be deemed independent and severable. Invalidation of any one of these covenants or restrictions by judgment or court decree shall have no affect on any other provision or provisions hereof, each of which shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where such ordinances are more restrictive than the covenants and restrictions contained in this Declaration.

Section 6. Binding Effect. This Declaration supersedes and replaces in its entirety the Original Declaration, which shall be of no force or effect from the recording of this Declaration in the real property records of the Clerk and Recorder's Office in Arapahoe County, Colorado. The terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, the Owners of the Lots and Living Units, and the Members of the Association. The provisions hereof shall constitute covenants running with the land, burdening and benefiting each and every part of the Properties and every interest therein. In addition, the provisions hereof shall be enforceable in equity as equitable servitudes upon the land and as covenants in an agreement between the Owners.

Section 7. Interpretation. The provisions hereof shall be liberally construed to effectuate their purpose of creating a uniform plan for the continued development and operation of the Properties. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof. Nothing contained herein shall be construed as an election by the Association, its Members, or the Owners to elect treatment under the Colorado Common Interest Ownership Act. However, to the extent that certain provisions of the Colorado Common Interest Ownership Act are specifically made applicable to organizations (such as this Association) created prior to July 1, 1992, such provisions shall be interpreted to the fullest extent permitted by law for the collective and primary benefit of the Association and its Members.

CJM EPB.  
 [Signature]  
 RNB  
 [Signature]

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IN WITNESS WHEREOF the undersigned, constituting all of the duly elected or appointed officers and directors of the Association have hereunto set their hand and seal as of the day and year hereinabove set forth.

HOMESTEAD FARM HOMEOWNERS ASSOCIATION, INC.

OFFICERS:

J. L. Bihm  
SECRETARY

Carol A. McCracken  
PRESIDENT

Edward P. Bartscher  
TREASURER

Ed Bell  
VICE PRESIDENT

DIRECTORS:

J. L. Bihm  
DIRECTOR

Carol A. McCracken  
DIRECTOR

Marjory A. Morrissey  
DIRECTOR

Ed Bell  
DIRECTOR

Edward P. Bartscher  
DIRECTOR

STATE OF COLORADO )

) ss.

COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 7 day of March, 1997 <sup>108</sup>~~1996~~, by Carol A. McCracken as president and director, J. L. Bihm as secretary and director, Edward P. Bartscher as treasurer and director, Ed Bell as vice president and director, and Marjory Morrissey as director of Homestead Farm Homeowners Association, Inc., a Colorado non-profit corporation.

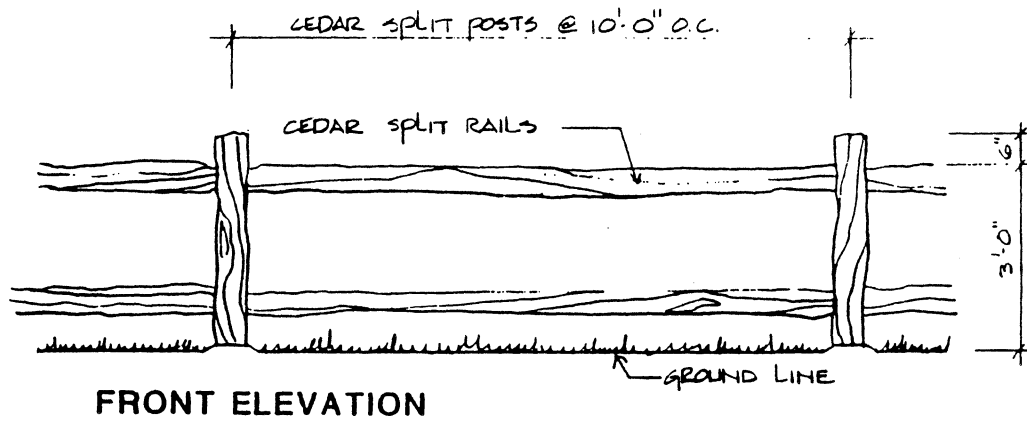
Witness my hand and official seal.

My commission expires 10/28/98

Kathryn L. Bancroft  
Notary Public  
7353 S. Washington Ct.  
Littleton, CO 80122

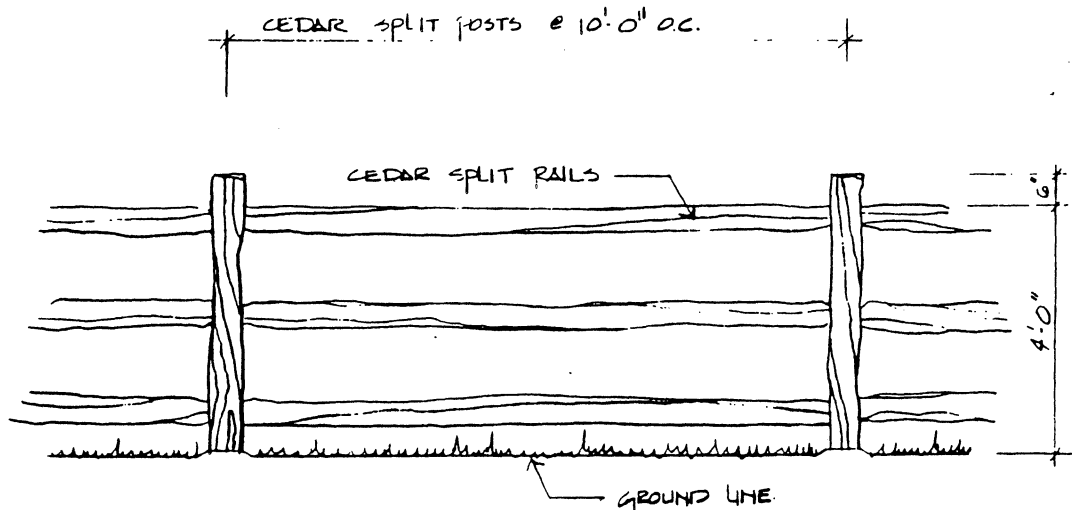


Return to:  
Homestead Farm  
PO Box 2704  
Littleton, CO 80161



**Figure 1:**  
**2 RAIL - SPLIT CEDAR**

NOTE: SEE FIGURE 3 FOR  
RECOMMENDED FOOTINGS AND  
OPTIONAL POULTRY NETTING  
WITH TENSION WIRE TOP  
AND BOTTOM.  
SEE FIGURE 7 FOR SIMILAR  
GATE CONSTRUCTION.



**Figure 2:**  
**3 RAIL - SPLIT CEDAR**

NOTE: SEE FIGURE 3 FOR  
RECOMMENDED FOOTING  
AND OPTIONAL POULTRY  
NETTING WITH TENSION  
WIRE TOP AND BOTTOM.  
SEE FIGURE 7 FOR  
SIMILAR GATE CONSTRUCTION.

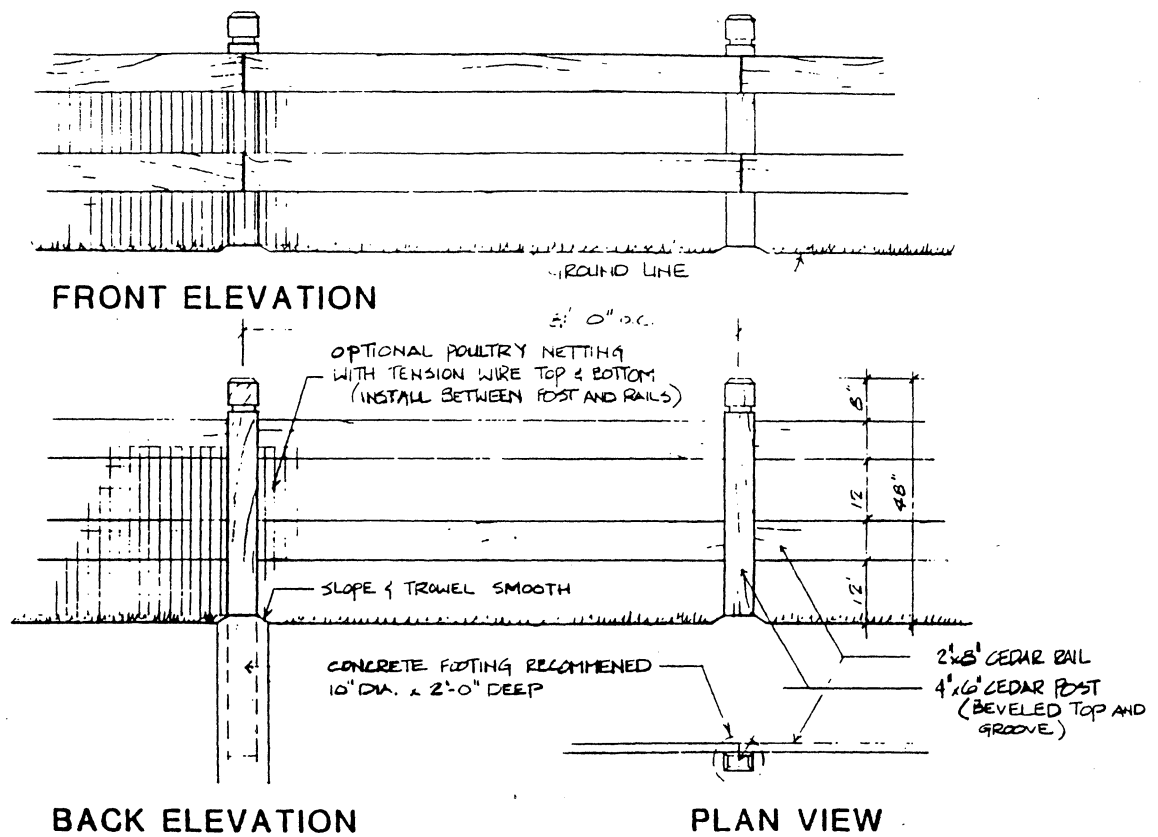


Figure 3:  
OPEN FENCE, 2 RAIL

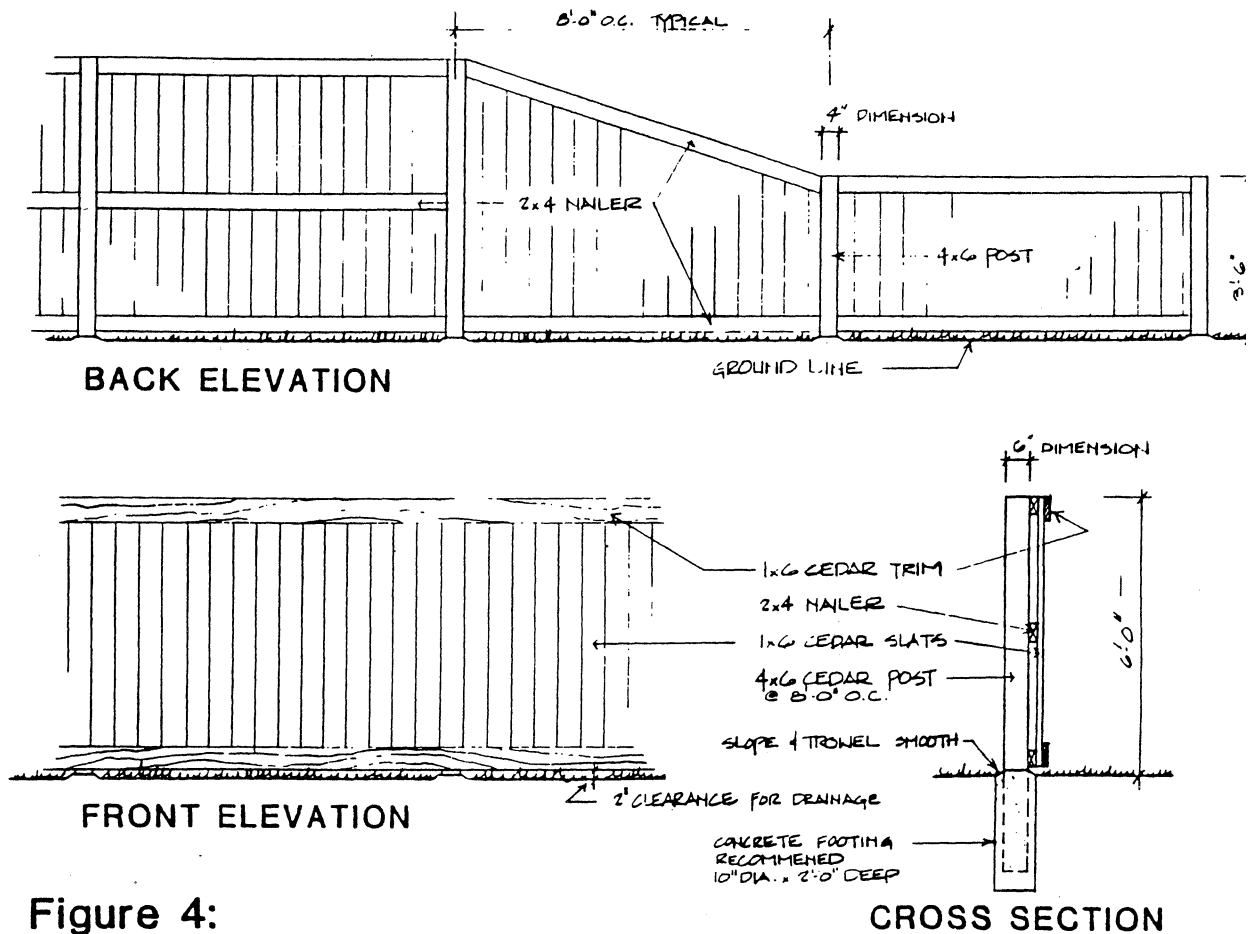
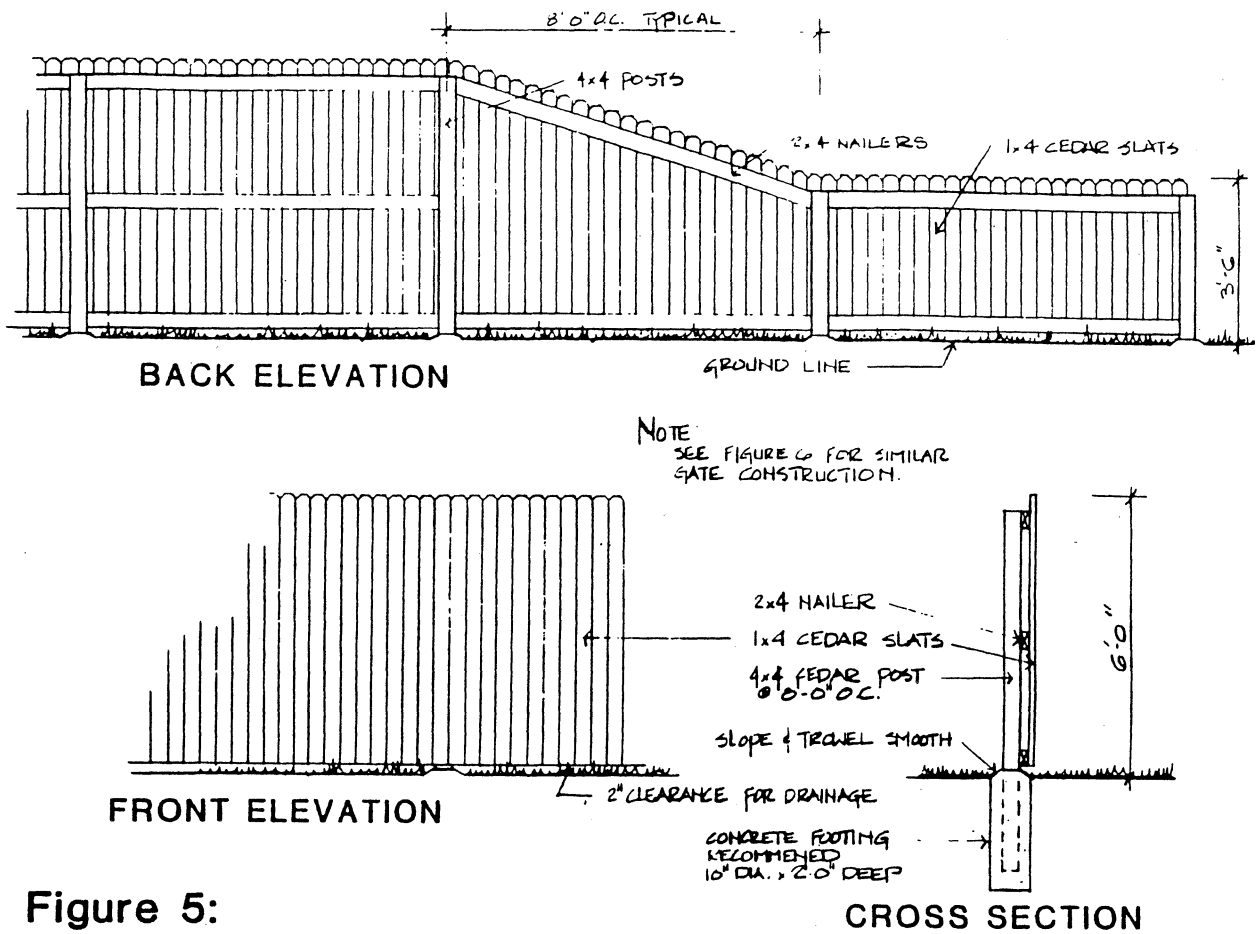
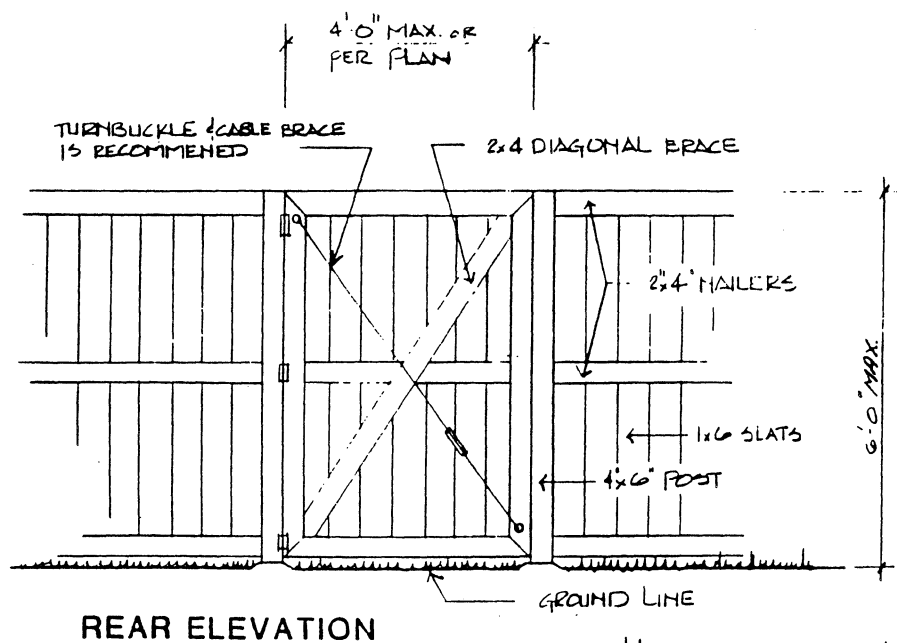


Figure 4:  
SOLID FENCE



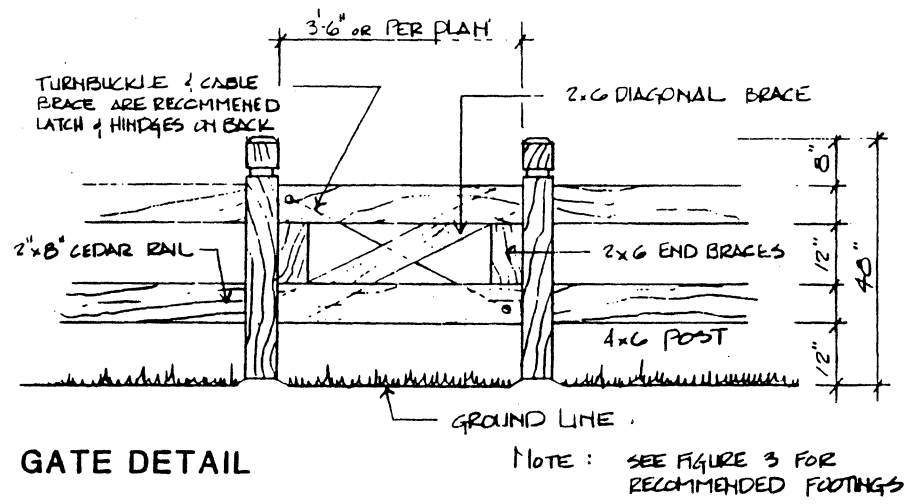


**Figure 5:**  
**DOG-EARED SOLID FENCE**



NOTE: SEE FIGURE 4 FOR RECOMMENDED FOOTINGS

**Figure 6:**  
**SOLID GATE**



**Figure 7:  
OPEN GATE**