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SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE MEADOWS NEIGHBORHOOD COMPANY



(The Meadows Filing No. 18)

(Delegate District No. 5)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Supplemental Declaration") is made this 27th day of December 2006, by CASTLE ROCK DEVELOPMENT COMPANY, a Colorado corporation (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of all the property described in Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the "Property"); and

WHEREAS, Declarant executed and caused to be recorded the Community Declaration for The Meadows Neighborhood Company, which Declaration was recorded on January 5, 2000 at Reception No. 00000932 and rerecorded on July 26, 2000 at Reception No. 00051617 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Community Declaration"); and

WHEREAS, Article 3 of the Community Declaration permits Declarant to impose additional Restrictions and other provisions on the Property; and

WHEREAS, Declarant wishes to record a Supplemental Declaration for the Property which shall also constitute a Notice of Additional Land for the Property pursuant to the Community Declaration.

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby declares that the Property, and each part thereof, is and shall henceforth be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Community Declaration and all of the Restrictions and other provisions set forth therein and to the following Restrictions, all of which are equitable servitudes in furtherance of, and the same shall constitute a part of a general plan for, the subdivision, ownership, improvement, sale, use and occupancy of the Property in order to enhance the value, desirability and attractiveness of the Property. This Supplemental Declaration and all of the Restrictions and other provisions set forth herein shall run with the Property and all parts thereof; shall be binding upon all persons having or acquiring any interest in the Property or any part thereof; shall inure to the benefit of and be binding upon every part of the Property and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest, each Owner and his or her successors in interest, and the Neighborhood Company and its successors in interest.

1. Definitions.

(A) General. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Community Declaration.

(B) Delegate District No. 5. "Delegate District No. 5" or "Delegate District" shall mean, as of any particular time, so much of the Annexable Area under the Community Declaration with respect to which one or more Notices of Addition of Land or Supplemental Declarations shall be recorded, if at all, pursuant to Sections 3.2 or 3.3 of the Community Declaration, declaring such portion of the Annexable Area to be a portion of Delegate District No. 5.

(C) Single Family. "Single Family" shall mean a group of persons related by blood, marriage or legal adoption, or a group of not more than three (3) unrelated persons maintaining a common household.

(D) Street Border Areas. "Street Border Area" shall mean any area which has been platted as a portion of a street right-of-way and which lies between the boundaries of a Residential Site within the Property and the pavement or curbing of the street. Street Border Areas shall not include any driveways or walks.

(E) Visible From Neighboring Property. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a natural Person with eye-level at a height of Six (6) feet standing on any portion of the Neighborhood Company Area.

2. Land Classifications. Pursuant to Article 3 of the Community Declaration, the land classifications for the Property are Residential Sites, which include only Owner Occupied Sites, and Neighborhood Company Properties, as designated on Exhibit B attached hereto and incorporated herein by this reference. No other land classifications are contained within the Property.

3. Delegate District. Pursuant to Sections 3.3 and 3.4 of the Community Declaration, the Property is hereby established as a portion of Delegate District No. 5 of the Company.

4. Designation of Permitted Dwelling Units. Each Dwelling Unit constructed or to be constructed, in accordance with the provisions of the Community Declaration and this Supplemental Declaration, on a lot within the Property as shown on the "Plat," as hereinafter defined, shall be deemed a Permitted Dwelling Unit under the Community Declaration.

5. Amendment of Community Declaration. This Supplemental Declaration constitutes both a Supplemental Declaration and a Notice of Addition of Land for the purposes of the Community Declaration and also constitutes an "amendment" of the Community Declaration under C.R.S. Section 38-33.3-210(1), a provision of the Colorado Common Interest Ownership Act, which is defined in the Community Declaration as the "Act." Declarant is, consistent with the provisions of C.R.S. Section 38-33.3-210(1), the owner of the Property. As contemplated by Section 2.47 of the Community Declaration, the identifying number of each lot within the Property as a unit under the Act is set forth in the legal description for and definition of such lot as set forth in Exhibit A attached hereto. Each lot within the Property constitutes a Privately Owned Site under the Community Declaration and each tract within the Property constitutes Neighborhood Company Property under the Community Declaration. Upon the Recordation of this

Supplemental Declaration, the proportionate responsibility for payment of Assessments under the Community Declaration shall automatically be reallocated for each Privately Owned Site (including without limitation, those within the Property hereunder) within the Neighborhood Company Area under the Community Declaration, to be a fraction equal to the number of Assessment Units, as defined in the Community Declaration, assigned to such Privately Owned Site over the total number of Assessment Units assigned to all Privately Owned Sites then subject to the Community Declaration, and each such Privately Owned Site shall have one vote in the Neighborhood Company for each Assessment Unit assigned to such Privately Owned Site. **As contemplated pursuant to C.R.S. Section 38-33.3-217(3), this Supplemental Declaration shall be recorded in the office of the Clerk and Recorder of Douglas County, Colorado, and such Clerk and Recorder is directed to index this Supplemental Declaration in the grantee's index in the name of The Meadows and The Meadows Neighborhood Company and in the grantor's index in the name of Declarant.**

6. Neighborhood Company Properties.

(A) Member's Rights of Use and Enjoyment. Subject to the provisions of the Community Declaration, each Owner of a Privately Owned Site within the Property shall have a nonexclusive right and easement for use and enjoyment of services provided by the Neighborhood Company and of any Neighborhood Company Properties for the purposes for which they are intended, except as may otherwise be provided in a Notice of Addition of Land or Supplemental Declaration governing a particular Neighborhood Company Property. Such right and easement shall be appurtenant to and pass with the title to each Privately Owned Site of such Member.

(B) Delegation of Rights of Use. A Member who owns a Residential Site in the Property may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Neighborhood Company and of Neighborhood Company Properties as aforesaid to (a) any tenant who occupies a Dwelling Unit on the Residential Site of that Member; (b) any contract purchaser who occupies a Dwelling Unit on the Residential Site of that Member; (c) any Person who is part of the Common Household Group with an Owner, tenant, or contract purchaser who occupies a Dwelling Unit on the Residential Site of that Member; (d) if an Owner is a corporation, partnership or other such entity, such reasonable number of officers, Governors, partners, shareholders, members or other natural Persons with an interest in such Owner who occupy a Dwelling Unit on the Residential Site as may be permitted by the Rules and Regulations adopted by the Neighborhood Company and members of the Common Household Group of such Persons; and (e) guests of an Owner, tenant, contract purchaser or member of a Common Household Group to the extent permitted by such Rules and Regulations. In order to use Neighborhood Company Properties, tenants, contract purchasers or subtenants must agree, in writing with the Neighborhood Company, to assume all of said Member's duties and obligations under the Community Declaration and this Supplemental Declaration, except for the obligation to pay Assessments; provided, however, that said Member shall remain liable for the failure of such tenant, contract purchaser or subtenant to fulfill all such duties and obligations. Mortgagees and other Persons holding an interest in a Privately Owned Site in the Property as security for a debt or for performance of an obligation shall not be entitled to use and enjoy Neighborhood Company Properties or services of the Neighborhood Company prior to the time such Person forecloses its security interest and becomes an Owner of such Privately Owned Site. A Member who does not reside on or occupy a Dwelling Unit on a Privately Owned Site shall not be entitled to use and enjoy Neighborhood Company Properties and services of the Neighborhood Company,

if a tenant or contract purchaser is occupying the Dwelling Unit on such Privately Owned Site and is, in accordance with the foregoing, entitled to use and enjoy Neighborhood Company Properties and such services derived from such Member. Other Persons may be entitled, from time to time, to use Neighborhood Company Properties on a temporary basis, in accordance with the Rules and Regulations adopted under, and subject to the provisions of, the Community Declaration.

7. Additional Restrictions Applicable to the Property. The following Restrictions shall apply to the Property in addition to those set forth in the Community Declaration:

(A) Single Family Residential Use. No Residential Site within the Property and no Dwelling Unit on any such Site shall be used for any purpose other than residential living purposes by one (1) Single Family and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial or professional activities; provided, however, that (i) an Owner of a Residential Site within the Property may use his Dwelling Unit for professional or other home occupations so long as there is no external evidence thereof and no unreasonable inconvenience to the neighbors is created, and (ii) the Owner of such Site may rent or lease a Dwelling Unit constructed on the Site for residential living purposes for a term of at least thirty (30) days, pursuant to a written lease or rental agreement. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Supplemental Declaration, the Community Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations of the Neighborhood Company, and shall provide that failure by the lessee of such Dwelling Unit to comply with the terms of any such documents shall constitute a default under the lease or rental agreement. No more than one Dwelling Unit and related Improvements which, to the extent as required under the Community Declaration, have been approved by the Architectural Committee shall be constructed on any Residential Site within the Property.

(B) Windmills, Towers. No towers of any type, including those for the purpose of generating electricity from wind, shall be erected or maintained on any Residential Site within the Property without the prior written approval of the Architectural Committee.

(C) Garages. The doors of any garage located on a Residential Site within the Property shall be kept closed at all times except when an automobile is entering into or exiting from such garage.

(D) Garage Sales. No garage, patio, porch or lawn sale shall be held on any Residential Site within the Property, except that the Owner of any such Residential Site may conduct such a sale for up to three (3) consecutive days not more than twice in any calendar year if (i) the items sold are only his own furniture and furnishings, not acquired for purposes of resale; (ii) such sale is held at such time and in such manner as not to disturb any other resident of the area; and (iii) such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

(E) Machinery and Equipment. No machinery or equipment of any kind shall be placed, stored or maintained upon any Residential Site so as to be Visible From Neighboring Property except:

(i) Such machinery or equipment as is usual and customary in connection with the construction (during the period of construction) of a Dwelling Unit or related Improvements on a Residential Site; or

(ii) That which Declarant or the Company may require for the development, operation or maintenance of the Property.

Notwithstanding the foregoing, transformers and gas, electric or other meters of any type may be hung on exterior walls so as to be Visible From Neighboring Property so long as the same have been approved by the Architectural Committee, and solar energy collectors or panels may be installed so as to be Visible From Neighboring Property if harmoniously done and if approved by the Architectural Committee in its sole discretion.

(F) Clothes Drying Facilities. No outside clotheslines or other facilities for drying clothes shall be placed on any Residential Site within the Property unless they are not Visible from Neighboring Property.

(G) Party Walls. Except as hereinafter provided, the rights and duties of Owners of contiguous Residential Sites which have shared walls or fences ("Party Walls") shall be as follows:

(i) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof;

(ii) If a Party Wall is damaged or destroyed through the willful or negligent act of an Owner or the Owner's Related Users, the Owner shall be obligated to rebuild and repair the Party Wall at the Owner's sole expense. Any dispute over an Owner's liability shall be resolved as provided in subsection (iv) below;

(iii) In the event any Party Wall is damaged or destroyed other than by the willful or negligent act of an adjoining Owner or the Owner's Related Users, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Residential Sites adjoin such Party Wall immediately to rebuild and repair such Party Wall, such expense to be ratably divided among such Owners on the basis of the amount of frontage of their respective Residential Sites on the damaged or destroyed Party Wall;

(iv) In the event of a dispute between Owners with respect to a Party Wall or the sharing of the cost thereof, such Owners shall submit the dispute to the Architectural Committee, whose decision shall be binding unless appealed to the Board of the Neighborhood Company, in which event the Board's decisions, following Notice and Hearing, shall be binding and final. Notwithstanding any such decision, no Owner is prohibited from seeking indemnity or damages from the party causing the damage; and

(v) Any wall or fence lying completely upon any portion of the Neighborhood Company Property, including any such wall or fence which lies adjacent to a Residential Site, shall not be considered a Party Wall under this Section 8(G).

(H) Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other Improvement within the Property without the prior written approval of the Architectural Committee.

(I) Landscaping. Within ninety (90) days after Recordation of a deed for a Residential Site in the Annexed Property to an Owner, or within such longer period as may be approved in writing by the Architectural Committee under the Community Declaration or authorized in guidelines promulgated by the Architectural Committee under the Community Declaration, the Owner shall install and thereafter maintain landscaping of the Residential Site and the Street Border Area adjacent to such Residential Site in a neat and attractive condition, including, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such Residential Site or such Street Border Area by the Declarant. The Architectural Committee under the Community Declaration may adopt guidelines or rules to regulate landscaping permitted and required on the Privately Owned Sites and Street Border Areas in the Annexed Property as provided in the Community Declaration; provided, however, that Declarant shall be exempt from compliance with such rules and regulations. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines or rules, or shall allow landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board of Governors of the Neighborhood Company upon thirty (30) days prior written notice to such Owner shall have the right either (i) to seek any remedies at law or in equity which it may have or to correct such condition, or (ii) after Notice and Hearing, as defined in the Community Declaration, to enter upon such Owner's Privately Owned Site and the adjacent Street Border Area for the purpose of correcting such condition and such Owner shall promptly reimburse the Neighborhood Company for the cost thereof, or (iii) both of the foregoing. Such cost shall be subject to a Reimbursement Assessment and shall create a lien enforceable in the manner set forth in the Community Declaration.

(J) Restrictions on Access. Vehicular access to and from any Residential Site shall be limited to curb cuts and driveways approved by the Architectural Committee.

(K) Enforcement Authority. Each of the Neighborhood Company, acting by authority of the Board, any Member, the Architectural Committee and Declarant shall have the authority to enforce the Restrictions set forth in this Supplemental Declaration to the same extent and in the same manner as the respective party may enforce the provisions of the Community Declaration.

(L) Mailboxes. No mailboxes may be placed upon any Residential Site or any other part of the Property without the prior written consent of the Architectural Committee.

(M) Easements. Easements for the installation, repair, maintenance and replacement of utilities, communication, cable television, postal facilities and drainage facilities over and across portions of the Residential Sites are reserved as shown on the plat for The Meadows Filing No. 18 recorded at Reception No. 2005055505 in the records of the Clerk and Recorder of Douglas County, Colorado (collectively, the "Plat"). Within these easements, no Improvements, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, or which may change the direction of flow or obstruct or retard the flow of water through the drainage channels located in the easements or through drainage channels stemming from said easements. Notwithstanding the foregoing, all Improvements constructed

thereon shall be maintained continuously by the Owner of the Residential Site, except for those Improvements, other than landscaping, the maintenance of which a public authority or utility company is responsible.

(N) Diseased Trees. The Neighborhood Company may enter upon any part of the Property at any time to inspect for, prevent and control diseased trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Neighborhood Company may spray or remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to a Residential Site may be levied by the Neighborhood Company as a Reimbursement Assessment against such Site pursuant to the Community Declaration.

(O) Grading and Drainage. No water shall be drained or discharged from any Residential Site within the Property except in accordance with the "established drainage patterns" as defined in Section 9.12 of the Community Declaration. Finished grades along the periphery of a Residential Site within the Property shall match the existing grades or the top of the curb of any constructed or proposed streets adjacent to the Residential Site; the tolerance allowed shall be within plus or minus one (1) foot of the existing grades or the top of the curb within a horizontal distance of twenty (20) feet unless otherwise approved by the Architectural Committee.

8. Miscellaneous.

(A) Term. This Supplemental Declaration, including all of the Restrictions thereof, shall run for the same term as the Community Declaration, as the same may be terminated or extended from time to time.

(B) Amendment. This Supplemental Declaration may be amended as hereinafter provided. Prior to the expiration of the Period of Special Declarant Rights as provided in the Community Declaration, any amendment shall require the written approval of Declarant and of Owners holding at least sixty-seven percent (67%) of the voting power of the Delegate District of which the Property is a part present in person or by proxy at a duly constituted meeting of such Delegate District. The amendment shall be affected by Recordation of an instrument setting forth the amendment and including a statement of Declarant's consent executed and acknowledged by Declarant certifying that such amendment has been approved in writing by Owners holding at least sixty-seven percent (67%) of the voting power of the Delegate District of which the Property is a part present in person or by proxy at a duly constituted meeting of such Delegate District. After the expiration of the Period of Special Declarant Rights, any amendment shall require the approval of the Board of Governors of the Neighborhood Company and of Owners holding at least sixty-seven percent (67%) of the voting power of the Delegate District of which the Property is a part present in person or by proxy at a duly constituted meeting of such Delegate District and shall be affected by Recordation of an instrument setting forth the amendment and including a statement executed and acknowledged by the Secretary of the Company certifying that such amendment has been approved in writing by the Board and by Owners holding at least sixty-seven percent (67%) of the voting power of the Delegate District of which the Property is a part present in person or by proxy at a duly constituted meeting of such Delegate District. Evidence sufficient to establish the truth of the certification on any Recorded amendatory instrument shall be retained by the Neighborhood Company in its permanent files. Notwithstanding any other provisions of this Supplemental Declaration, amendments to this

Supplemental Declaration to conform to the requirements of the Agencies and/or to induce any of such Agencies to make, purchase, sell, insure or guarantee deeds of trust or mortgages covering Residential Sites or other property within the Property may be made by Declarant without the consent of any of the Owners.

(C) Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property as set forth in this Supplemental Declaration and the Community Declaration. This Supplemental Declaration shall be construed and governed by the laws of the State of Colorado. Furthermore, this Supplemental Declaration shall be considered an integral part of the Community Declaration and construed with the Community Declaration as if the provisions hereof were set forth therein as a section thereof. Accordingly, this Supplemental Declaration shall be enforceable in accordance with and as a part of the Community Declaration. All rules of construction set forth in Article 13 of the Community Declaration shall apply to this Supplemental Declaration.

(D) Successors and Assigns of Declarant. A party shall be deemed a "successor" or an "assign" of Castle Rock Development Company ("Development Company") under this Supplemental Declaration only if specifically designated in a duly recorded instrument as a successor or assign of Development Company under this Supplemental Declaration or if specifically designated in a duly recorded instrument as a successor or assign of Development Company as Declarant generally under the Community Declaration (as opposed to designation as a successor or assign of Development Company under certain provisions of the Community Declaration or with respect to only certain property made subject to the Community Declaration). However, a successor to Development Company by consolidation or merger shall automatically be deemed a successor and assign of Development Company under this Supplemental Declaration



IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

CASTLE ROCK DEVELOPMENT COMPANY, a Colorado corporation

By: Stephanie L. Sims  
Stephanie L. Sims, Corporate Secretary

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December 2006 by Stephanie L. Sims as Corporate Secretary of Rock Development Company, a Colorado corporation.

Witness my hand and official seal,

My commission expires:

12/26/2008  
Shelley Thompson  
Notary Public

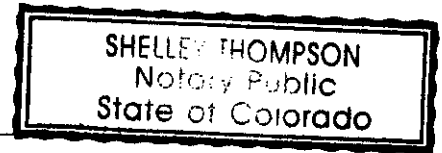


EXHIBIT A  
TO  
SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE MEADOWS NEIGHBORHOOD COMPANY

(The Meadows Filing No. 18)

(Delegate District No. 5)

The Property:

Tract V,  
The Meadows Filing No. 18,  
Town of Castle Rock, County of Douglas, State of Colorado

EXHIBIT B  
TO  
SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE MEADOWS NEIGHBORHOOD COMPANY

(The Meadows Filing No. 18)

(Delegate District No. 5)

1. Residential Sites:

NONE

2. Neighborhood Company Properties:

Tract V, The Meadows Filing No. 18