

Reception #: B5077684

Receipt #: 5241346

Recording Fee: \$146.00

Pages Recorded: 29

Date Recorded: 5/27/2005 2:38:43 PM



SECOND AMENDED AND RESTATED
MEADOW HILLS SECOND FILING
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BEL-AIRE ESTATES

Bel Aire Estates HOA
PO Box 440443
Aurora, CO 80044-0443

TABLE OF CONTENTS

ARTICLE I	GENERAL	2
1.1	Community Area	2
1.2	Purposes of Declaration	2
1.3	Declaration	2
1.4	Applicability of Colorado Common Interest Ownership Act	2
ARTICLE 2	DEFINITIONS	3
2.1	Assessment	3
2.2	Association	3
2.3	Association Properties	3
2.4	City	3
2.5	Common Area	3
2.6	Declarant	3
2.7	First Filing	4
2.8	Improvement	4
2.9	Meadow Hills Homeowners Association	4
2.10	Member	4
2.11	Owner	4
2.12	Principal Builder	4
ARTICLE 3	GENERAL RESTRICTIONS APPLICABLE TO COMMUNITY AREA	4
3.1	One Residence	4
3.2	Minimum Lot and Structure Requirements	5
3.3	Animals	6
3.4	Temporary Structures	6
3.5	Limitation on Signs	6
3.6	No Mining Operations	6
3.7	Noxious and Offensive Activity	7
3.8	Maintenance of Lots	7
3.9	Individual Sewage Disposal Systems	7
3.10	Sight Triangle Requirements at Street Corners	7
3.11	Completion of Construction of Residence	7
3.12	Landscaping and Maintenance of Fences	7
3.13	No Unsightliness	8
3.14	Trailers, Campers, and Vehicles	8
ARTICLE 4	ARCHITECTURAL APPROVAL	8
4.1	Approval of Improvements Required	8
4.2	Improvement to Property Defined	9
4.3	Membership of Committee	9

4.4	Submission of Plans	9
4.5	Criteria for Approval	10
4.6	Design Standards	10
4.7	No Implied Waiver or Estoppel	10
4.8	Committee Power to Grant Variances	10
4.9	Non-Liability of Committee Action	11
ARTICLE 5 ASSOCIATION PROPERTIES		11
5.1	Member's Rights of Use and Enjoyment Generally	11
5.2	Right of Association to Regulate Use	11
5.3	Liability of Owners for Damage by Member	11
5.4	Easement for Encroachment and Maintenance of Association Properties	11
5.5	Easements Deemed Created	12
ARTICLE 6 RESERVED		12
ARTICLE 7 ASSOCIATION OPERATION		13
7.1	Association	13
7.2	Association Board of Directors	13
7.3	Membership in Association	13
7.4	Voting Rights of Members	14
ARTICLE 8 DUTIES AND POWERS OF ASSOCIATION		14
8.1	General Duties and Powers of Association	14
8.2	Power to Adopt Rules and Regulations	14
8.3	General Corporate Powers	15
ARTICLE 9 ASSESSMENTS		15
9.1	Obligation and Lien for Assessments	15
9.2	Allocation of Assessments/Working Capital	15
9.3	Common Assessments	15
9.4	Supplemental Common Assessments	16
9.5	Payment of Assessment	16
9.6.	Special Assessments for Capital Expenditures	16
9.7	Reimbursement Assessments	16
9.8	Late Charges and Interest	17
9.9	Notice of Default and Acceleration of Assessments	17
9.10	Lawsuit to Enforce Assessments	17
9.11	Lien to Enforce Assessments	17
9.12	Other Liens	18

ARTICLE 10 MISCELLANEOUS	18
10.1 Term of Declaration	18
10.2 Amendment of Declaration by Members	18
10.3 Association Books and Records	18
10.4 Statement of Unpaid Assessments	19
10.5 Special Rights of First Mortgagees	19
10.6 Priority of First Mortgage Over Assessments	19
10.7 Amendment Required by Government Mortgage Agencies	19
10.8 Persons Entitled to Enforce Declaration	20
10.9 Costs and Attorneys' Fees	20
10.10 Limitation on Liability	20
10.11 Governing Law	20
10.12 Severability	20
10.13 Recorded Easements	20
EXECUTION PAGE	22

EXHIBIT A	A-1
EXHIBIT B	B-1
EXHIBIT C	C-1 and C-2

SECOND AMENDED AND RESTATED
MEADOW HILLS SECOND FILING
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BEL-AIRE ESTATES

THIS SECOND AMENDED AND RESTATED MEADOW HILLS SECOND FILING DECLARATION OF COVENANTS AND RESTRICTIONS FOR BEL-AIRE ESTATES (the "Declaration"), is made as of this ____ day of May, 2005, by the BEL-AIRE ESTATES OWNERS ASSOCIATION, a Colorado corporation (the "Association").

WITNESSETH:

WHEREAS, the real property located in the County of Arapahoe, State of Colorado, known as Bel-Aire Estates and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Community Area") is currently subject to and encumbered by that certain Meadow Homes Second Filing Declaration of Covenants and Restrictions dated April 10, 1985, and recorded on April 11, 1985, at Book 4412, Page 779 of the records of the Clerk and Recorder for the County of Arapahoe, State of Colorado (referred to herein as the "Original Declaration") and is described as Parcel A in the Original Declaration; and

WHEREAS, on July 13, 1999, the Original Declaration was amended and restated by recording that certain Amended and Restated Meadow Homes Second Filing Declaration of Covenants and Restrictions, at Book ____, Page ____ of the records of the Clerk and Recorder for the county of Arapahoe, State of Colorado (referred to herein as the "Amended Declaration"); and

WHEREAS, the Amended Declaration may be amended at any time by members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at duly constituted meetings of the Members; and

WHEREAS, the provisions of Section 2 of Article II of the Original Declaration are restated herein in their entirety without amendment and Section 3 of Article II of the Original Declaration remains in full force and effect with respect to the Multi-Family Parcel (Parcel B) as described in the Original Declaration, which is and shall continue to be subject to the Original Declaration, as required under Section 2, Article IV of the Original Declaration; and

WHEREAS, the Association desires to amend the Original Declaration as set forth in this Second Amended and Restated Meadow Hills Second Filing Declaration of Covenants and Restrictions for Bel-Aire Estates only as it applies to Parcel A under the Original Declaration and to

leave the Original Declaration in full force and effect only as to Parcel B as described in the Original Declaration.

NOW, THEREFORE, except with respect to the provisions of Article IV, Section 2 of the Original Declaration requiring the consent of certain owners of lots adjacent to the Community Area which shall remain in full force and effect, solely for the term of such provisions, with respect to any amendments to the same provisions as set forth herein, the Association hereby amends, replaces, and restates the Amended Declaration in its entirety only as it applies to Parcel A (which Parcel A also is further described in Exhibit A attached hereto) under the Original Declaration, as follows:

ARTICLE 1

GENERAL

1.1 Community Area. The Community Area is being developed as a planned community of single family residential homes.

1.2 Purposes of Declaration. Property which is subject to this Declaration in the manner hereinafter provided shall be referred to as the Community Area. This Declaration is executed in furtherance of a common and general plan for the Community Area to protect and enhance the quality, value, aesthetic, desirability, and attractiveness of the Community Area.

1.3 Declaration. The Association, for itself, its successors and assigns, hereby declares that the entire Community Area, and each part thereof, shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration, all of which are declared to be in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Community Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of all of the property which is part of the Community Area and each part or parcel thereof, the Association, all Owners, and all Mortgagees.

1.4 Applicability of Colorado Common Interest Ownership Act. Pursuant to Sections 38-33.3-116(2) and (3) of the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., (the "Act"), a Planned Community which provides in its Declaration that the average annual common expense liability of each unit restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed Four Hundred Dollars (\$400.00), as adjusted annually pursuant to the Act, is subject only to Sections 38-33.3-105, 38-33.3-106, and 38-33.3-107 of the Act as such term is defined below (the "Applicable Provisions") unless the declaration provides otherwise. In accordance therewith and with the terms and conditions contained herein, the Association expressly declares that the average annual common expense assessment liability of each Lot subject to this Declaration, exclusive of optional user fees and insurance premiums paid by the Association, is limited to Four Hundred Dollars (\$400.00) per

year, as such amount shall be increased as provided in Section 38-33.3-116(3) of the Act, and that the Planned Community created by this Declaration shall be subject only to the terms and provisions of Sections 38-33.3-105, 106, and 107 of the Act. Notwithstanding the foregoing or the provisions of Article 10 below, the Association reserves the right to amend this Declaration to comply with the provisions of the Act and to eliminate the cap on the annual average common expense liability set forth in Section 9.3 below without the necessity of obtaining the consent of any other Owners or any Mortgagees.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1. **Assessment.** “Assessment” shall mean a Common Assessment, Special Assessment, or a Reimbursement Assessment.

2.2. **Association.** “Association” shall mean the Bel-Aire Estates Owners Association, a Colorado non-profit corporation, its successors and assigns.

2.3. **Association Properties.** “Association Properties” shall mean all the real property described in Exhibit B and all other real and personal property, if any, including Improvements and all Common Areas, now or hereafter owned by the Association or with respect to which the Association holds an easement for the use, care, or maintenance thereof, or for which the Association has a right or obligation to maintain.

2.4. **City.** “City” shall mean and refer to the City of Aurora, State of Colorado.

2.5. **Common Area.** “Common Area” shall mean any portions of the Community Area designated as Common Area on Exhibit B, identified as a tract or improvement required to be maintained by the Association on a plat or instrument recorded by Declarant for any part of the Community Area or adjacent public property, or conveyed to the Association by the Declarant.

2.6. **Declarant.** “Declarant” shall mean Mi-Ro-Development Company, a Colorado corporation, its successors and assigns. A Person shall be deemed to be a “successor and assign” of Mi-Ro Development Company as Declarant only if specifically designated in a duly Recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to Mi-Ro Development Company by consolidation or merger shall automatically be deemed a successor or assign of Mi-Ro Development Company as Declarant under this Declaration.

2.7. **First Filing.** “First Filing” shall mean the Property legally described as Meadow Hills Subdivision, Arapahoe County, Colorado, according to the plat thereof recorded on July 2,

1957, at Reception No. 617627 in the office of the Clerk and Recorder of Arapahoe County, Colorado.

2.3 Improvement. "Improvement" shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, exterior air conditioning, antennae, satellite dishes, and water softener fixtures.

2.9 Meadow Hills Homeowners Association. "Meadow Hills Homeowners Association" shall mean the Meadow Hills Estates Homeowners Association, f/k/a Meadow Hills Homeowners Association, its successors and assigns.

2.10 Member. "Member" shall mean the Person or, if more than one, all Persons collectively who constitute the Owner of a Lot.

2.11 Owner. "Owner" shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.12 Principal Builder. "Principal Builder" shall mean an owner which acquires one or more vacant Lots for the purpose of construction of a principal residence thereon and resale to the ultimate purchaser and is designated as a Principal Builder in writing by Declarant.

ARTICLE 3

GENERAL RESTRICTIONS APPLICABLE TO COMMUNITY AREA

All real property within the Community Area shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to exemptions of the Association set forth in this Declaration.

3.1 One Residence. No more than one (1) single-family Residence may be constructed on each Lot.

3.2 Minimum Lot and Structure Requirements. The following requirements shall apply to all Lots:

(a) All Residences will be single-family, detached Residences, having as a minimum, a two (2) car enclosed garage and a minimum of 2,000 square feet of living space, exclusive of basement and garage area.

(b) All Lots will have a square footage of 27,000 square feet or greater, except those Lots abutting Quincy Street, and not more than four (4) additional Lots around cul-de-sacs having

boundaries contiguous with the Lots on Quincy Street or with each other, which Lots will have a square footage of 12,500 square feet or greater.

(c) All Lots abutting Carson Way will have a frontage of 150 feet or more on Carson Way, except that Lots fronting on cul-de-sacs on Carson Way may have a frontage of less than 150 feet.

(d) The plans and specifications for all Residences constructed upon Lots fronting Carson Way must be approved by the Meadow Hills Homeowners Association or its designated architectural control committee prior to construction.

(e) All Residences (including finished site) will have a minimum sales price of \$200,000.00, established by a listing price for such Residences furnished to the Architectural Control Committee (an informational copy of which listing shall be furnished to the Association) prior to construction, or by appraisal or other market study reasonably acceptable to the Architectural Control Committee, which shall furnish a copy of its written approval of such appraisal or market study to the Association. The sales price of \$200,000.00 will be adjusted on a semi-annual basis by multiplying \$200,000.00 by a fraction, the numerator of which shall be the Consumer Price Index All Items for metropolitan Denver, Colorado on the date of adjustment and the denominator of which shall be such Consumer Price Index on the date of filing of the Original Declaration. It is the intention of the Association that the adjustment provided in this Paragraph will accurately reflect changes in the general market value for homes in the metropolitan Denver area. If the Association establishes to its reasonable satisfaction that any semi-annual adjustment required by this Paragraph does not accurately reflect such market changes, a substitute adjustment accurately reflecting such market changes may be agreed upon in writing by the President of the Association.

(f) No Residence will have a roof eave higher than twenty-four (24) feet above the highest point of the Lot upon which the Residence is built. Roof eave shall mean the lowest border of the roof overhanging the wall of the Residence.

(g) The exterior of each Residence will be of masonry construction, or masonry and frame construction (provided that the exterior of such Residences, exclusive of roof, will be not less than fifty-one percent (51%) masonry), and will be generally harmonious with Residences in the Community Area and the First Filing. Masonry shall include, but not be limited to, brick, stucco, synthetic stucco, rock, and stone.

(h) No outbuilding will exceed the Residence to which it is appurtenant in height or number of stories. Every outbuilding will correspond in style and architecture to the Residence to which it is appurtenant and will be of the same exterior materials, both walls and roof, as such Residence.

(i) No Residence or any part thereof will be erected or maintained on any Lot or Lots nearer than forty (40) feet from the front Lot line. No Residence or any part thereof will be erected on any Lot nearer than twenty-five (25) feet from any side street line and no Residence or any part thereof will be erected or maintained thereon on any Lot or Lot nearer than twenty-five (25) feet to

any interior Lot line, except that a detached garage will require only a ten (10) foot setback from the rear of the Lot. For this purpose, eaves, steps, and open porches will not be considered as part of the Residence; provided, however, that this will not be construed so that any portion of any Residence will encroach upon another Lot. The Architectural Control Committee will have the authority to make exceptions to setback requirements for Lots of irregular shape, including Lots on cul-de-sacs and Lots containing less than 27,000 square feet as permitted by subsection 3.2(b) above. For this purpose, "Lots of irregular shape" shall be defined as those Lots which are not substantially square or rectangular and whose shape makes compliance with the setback requirements of this subsection (i) impracticable. In making such exceptions, the Architectural Control Committee shall keep in mind that the purpose of the setback is to allow sufficient open space between Residences, but at the same time to allow one Residence to be built on each side.

3.3 Animals. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals, snakes, vermin, or insects of any description shall be kept or maintained on any Lot in the Community Area except that Owners may keep dogs, cats, fish, or other domesticated animals which are bona fide household pets so long as such pets are not kept for commercial purpose and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property, and the keeping of such pets complies with all existing applicable local ordinances.

3.4 Temporary Structures. No temporary house, trailer, tent, garage, or outbuilding shall be used as a Residence upon any Lot in the Community Area.

3.5 Limitation on Signs. No signs of any kind shall be displayed to the public view on any Lot, except one (1) professional sign not larger than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by a Principal Builder or Declarant to advertise the property during the construction and sales period.

3.6 No Mining Operations. No oil, mineral, and mining operations will be conducted on any Lot.

3.7 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or annoyance to the neighborhood.

3.8 Maintenance of Lots. Each Lot will at all times be kept in a clean and sanitary condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lots so that same are visible from any neighboring Lot or street, except as necessary during the period of construction. Each Owner shall maintain his Lot in slightly condition at all times and shall keep all grasses and weeds mowed to a height which complies with the requirements of the City.

3.9 Individual Sewage Disposal Systems. No sewer waste disposal system will be located on any Lot, and no occupants of such Lots will use a sewer waste disposal system other than municipal sanitary sewer systems.

3.10 Sight Triangle Requirements at Street Corners. No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above grade shall be placed or permitted to remain on any corner Lot within the triangular area formed by the property lines and the line connecting them at points twenty-five (25) feet from the intersection of the property lines. No tree shall be permitted to remain in such triangulated area unless the foliage line is maintained at a height of no more than (6) feet from the grade of said Lot.

3.11 Completion of Construction of Residence. The plans and specifications for all Residences constructed upon Lots must be approved by the Architectural Control Committee prior to commencement of construction. Construction of the Residence shall be completed (as indicated by the issuance of a temporary certificate of occupancy) by an Owner within one (1) year after the earlier of such approval or the date of the actual commencement of construction. With respect to any Residence under construction as of the date this Second Amended Declaration is recorded in the records of the Clerk and Recorder for the County of Arapahoe, State of Colorado, construction of such Residence shall be completed (as indicated by the issuance of a temporary certificate of occupancy) by the Owner within the later of (a) one (1) year after the date of the actual commencement of construction of such Residence, or (b) six (6) months after the date this Declaration is so recorded.

3.12 Landscaping and Maintenance of Fences. Landscaping shall be installed by the Owner on the part of each Lot not previously landscaped after approval of an Owner's landscape plan by the Architectural Control Committee. The landscaping shall be installed within sixty (60) days after such approval if the approval is given between April 1 and August 30, and not later than May 31 if the approval is given between September 1 and March 1. Landscape plans shall be submitted to the Architectural Control Committee by an Owner within sixty (60) days after issuance of a temporary or final certificate of occupancy (whichever comes first) for the residence located on such Owner's Lot.

Except as provided otherwise in thus Declaration, each Owner of a Lot shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on such Owner's Lot. If a fence, or a portion thereof, is located on the common lot line separating two or more adjoining Lots, then the Owners of such adjoining lots shall be responsible for repairing, replacing, and maintaining such common fence in a reasonably attractive condition in proportion to each such Owner's proportionate ownership of such common fence. If a fence, or portion thereof, is located on a lot line separating a Lot from an adjoining public right-of-way, street, greenbelt area, Association Properties, or other property which is not an adjoining Lot, then the Owner of such Lot shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, such fence or portion thereof. The Association shall maintain any fence located on Association Properties, public rights-of-way, or elsewhere when required by applicable city approvals or requirements. The Association shall maintain all fences adjacent to the south Lot lines of Lots 11-13, Block 1, Filing 3, and Lot 1, Block 1, Filing 4, Bel-Aire Estates. Any Owner constructing, installing, erecting, modifying, or replacing a fence shall obtain the prior approval of the Architectural Control Committee in accordance with the provisions of this Declaration.

3.13 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects, vehicles and conditions, including snow removal equipment and garden or maintenance equipment

("Unsightliness") shall be enclosed within a structure, except when in actual use. The Board may specify what conditions and objects constitute "Unsightliness" by Rules and Regulations duly adopted by the Board.

3.14 Trailers, Campers, and Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck (other than a 3/4 ton or smaller pick-up truck not used for commercial purposes), towed trailer unit, motorcycle, snowmobiles, disabled, junk, or abandoned vehicles, motor home, mobile home, camper, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting, or commercial use, shall be parked or stored in, on, or about any Lot or street within the Community Area, except within the attached garage or unless such vehicle is adequately screened from view from adjacent Lots and streets, with screening materials and in a location which are first approved by the Architectural Control Committee in its discretion. Notwithstanding the foregoing provisions, vehicles may be parked on a driveway or street in front of a Lot for up to two (2) consecutive days during any single week while loading or unloading such vehicle.

The use and parking of all vehicles, including, but not limited to all of the types of vehicles described in the preceding paragraph, 3/4-ton or smaller trucks not used for commercial purposes, passenger automobiles, mini-vans, sport utility vehicles, trailers, gliders and other types of aircraft, shall be subject to all of the provisions of the Declaration and any and all Rules and Regulations that may be adopted or amended from time to time by the Association. Such Rules and Regulations may regulate the types and number of vehicles that may be parked on public and private streets, driveways and other portions of Lots within the Community Area, the locations in which such vehicles may be parked, hours and duration of permitted parking and similar controls. No junked or unlicensed vehicle (including a vehicle with expired license tags) or vehicle that is unable to move under its own power for any reason, may be parked anyplace within the Community Area.

The Association shall have the right to enter an Owner's Lot to remove and store, at Owner's expense, vehicles or objects that are in violation of this Section. Owner shall be entitled to ten (10) days' written notice prior to such action by the Association.

ARTICLE 4

ARCHITECTURAL APPROVAL

4.1 Approval of Improvements Required. The approval of the Architectural Control Committee: shall be required for any Improvement to Property on any Lot, except (a) for any Improvement to Property made by Declarant and (b) where prior approval of an Improvement to Property may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Architectural Control Committee. Notwithstanding the foregoing, the Architectural Control Committee may not grant waivers or variances from any requirements of Sections 3.1 through 3.10 above, except as expressly set forth therein.

4.2 Improvement to Property Defined. "Improvement to Property" requiring approval of the Architectural Control Committee shall mean and include, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement,

including utility facilities, antennae, satellite dishes, and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation of landscaping on a Lot; and (e) any change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture.

4.3 Membership of Committee. The Architectural Control Committee shall consist of an odd number of members, but not less than three (3), all of whom shall be appointed by the Board of Directors of the Association. Members of the Architectural Control Committee appointed by the Board of Directors may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

4.4 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property (“Applicant”) shall submit to the Architectural Control Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Architectural Control Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval. The Architectural Control Committee shall act on all submittals within a reasonable time after receipt of all information.

4.5 Criteria for Approval. The Architectural Control Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Community Area as a whole; that the proposed Improvement to Property conforms to and harmonizes with existing surroundings and structures in the Community Area and the First Filing; that the appearance, exterior design, materials and colors of the proposed Improvement to Property will be in harmony with the surrounding areas of the Community Area; that the Improvement to Property will not detract from the beauty, wholesomeness, and attractiveness of the Community Area or the enjoyment thereof by Owners; and that the proposed changes in topography, if any, properly relate to adjacent Lots, the First Filing, and the Community Area as a whole. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein or satisfaction of such conditions as the Architectural Control Committee may deem appropriate.

4.6 Design Standards. The Architectural Control Committee may issue standards or rules (“Design Standards”) relating to approval criteria, recommended materials and designs, submittal and approval procedures, materials to be substituted, fees, and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Except as limited in Section 4.1 above, the Design Standards may specify circumstances

under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. The Design Standards may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

4.7 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee with respect to any Improvement to Property. Specifically, the approval of the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property.

4.8 Committee Power to Grant Variances. Except as limited in Sections 4.1 and 4.6 above, the Architectural Control Committee may authorize variances from compliance with any of the provisions of this Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require.

4.9 Non-Liability of Committee Action. There shall be no liability imposed on the Architectural Control Committee, any member of the Architectural Control Committee or any subcommittee' appointed by the Architectural Control Committee, any Committee or subcommittee Representative, the Association, any member of the Board of Directors, or Declarant for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, grading and drainage, or conformance with building codes or other governmental laws or regulations. Members of the Architectural Control Committee shall be indemnified by the Association to the same extent as the Board of Directors of the Association, as set forth in the Articles of Incorporation or By-Laws of the Association.

ARTICLE 5

ASSOCIATION PROPERTIES

5.1 Member's Rights of Use and Enjoyment Generally. Subject to the provisions of this Declaration, all Members are hereby granted a non-exclusive easement of use and enjoyment of all Association Properties and a right of pedestrian access from and to a Member's Lot to and from the Association Properties.

5.2 Right of Association to Regulate Use. The Association, acting through the Board, shall have the power to regulate use of Association Properties by Members and the public to further enhance the overall rights of use and enjoyment of all Members.

5.3 Liability of Owners for Damage by Member. Each Member shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Member or any Person using the Association Properties through such Member and for any violation by such Member or any such Person of this Declaration or any Rule and Regulation adopted by the Association. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Reimbursement Assessment against a Member, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration or of such Rules and Regulations or for any increase in insurance premiums directly attributable to any such damage or any such violation.

5.4 Easement for Encroachment and Maintenance of Association Properties. There is hereby created a blanket easement across all Lots for the benefit of the Association for the purpose of entering upon the portion of any Lot not within an enclosed structure to maintain, repair, replace, or remove any Association Properties, including fences installed by Declarant or a Principal Builder upon or adjacent to any landscaped tracts along public roadways which shall be maintained by the Association. In the event any fence or other Association Properties encroach upon any Lot, a valid easement is hereby created and does exist for the encroachment and for the maintenance, repair, replacement, or removal of such encroachment as long as it exists. Such encroachments or easements shall not be considered or determined to be encumbrances on any Lot for the purposes of marketability of title.

5.5 Easements Deemed Created. All conveyances of Lots or Association Properties hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements, reservations, and rights contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument for such conveyance.

ARTICLE 6

RESERVED

ARTICLE 7

ASSOCIATION OPERATION

7.1 Association. The Association has been formed as a Colorado corporation under the Colorado Non-Profit Corporation Act. The Association shall have the duties, powers, and rights set forth in this Declaration and in its Articles of Incorporation and By-Laws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and By-Laws.

7.3 Membership in Association. Each Owner of a Lot within the Community Area shall be a Member of the Association. There shall be one Membership in the Association for each Lot

within the Community Area. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot, and the Membership appurtenant thereto shall automatically pass with fee simple title to the Lot.

7.4 Voting Rights of Members. Except as specifically provided otherwise in this Declaration, the Articles or the By-Laws, all matters voted on by the Members shall be voted on by the Members voting together as a single class. Each Member shall have the right to cast one vote for each Lot owned by such Member.

ARTICLE 9

DUTIES AND POWERS OF ASSOCIATION

8.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth or set forth in the Articles of Incorporation and By-Laws of the Association and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve, and enhance the common interests of the Members, and to maintain, improve, and enhance Association Properties. The Association shall maintain all portions of the Community Area required to be maintained by the Association under any plat, site plan or other development approval granted by government officials, including, but not limited to, all Association Properties and landscaping and other improvements on public rights-of-way. The powers and duties of the Association are sometimes referred to herein as "Administrative Functions."

8.2 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal, and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Association Properties, and the use of any other property within the Community Area, including Lots. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

8.3 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Non-Profit Corporation Act, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Article of Incorporation or By-Laws.

ARTICLE 9

ASSESSMENTS

9.1 **Obligation and Lien for Assessments.** Each Owner, by acceptance of a Deed, agrees to pay to the Association, Assessments, together with interest, late charges, cost of collection, and attorneys' fees as provided herein. Such Assessments, interest, late charges, cost of collection, and attorneys' fees shall also be a continuing lien upon the Lot against which each Assessment is made in the event of delinquency in payment. Such Assessments, interest, late charges, cost of collection, and attorneys' fees shall also be the personal obligation of the person who was the Owner, or the persons, jointly and severally, who were the Owners at the time the Assessment was made. Assessments may consist of Common Assessments, Special Assessments, and Reimbursements Assessments.

9.2 **Allocation of Assessments.** All Assessments (other than Reimbursements Assessments) will be allocated equally among the Lots, provided that any Lots which is either vacant or which has a principal residence under construction shall be assessed at one-quarter of the Assessment rate for other Lots until issuance of a temporary or final certificate of occupancy for the residence, whichever occurs first. Upon completion of construction of the residence and issuance of a temporary or final certificate of occupancy, such Lot will be assessed at the full rate.

9.3 **Common Assessments.** For each calendar year, the Association may levy Common Assessments against Owners of the Lots; provided, however, that in no event shall the Common Assessment and Special Assessments assessed against each Lot be greater than Four Hundred Dollars (\$400.00), exclusive of optional user fees, if any, and insurance premiums paid by the Association, which amount shall be increased annually as provided in Section 38-33.3-116(3) of the Act. Each Owner shall be obligated to pay the Common Assessments levied against and allocated to such Owner and the Lot of such Owner, as hereinafter provided. Common Assessments shall be payable on January 1 of each year in such amount as is determined by the Board of Directors of the Association.

9.4 **Supplemental Common Assessments.** If the estimated sums required for Common Assessments prove inadequate for any reason, including non-payment of any Owner's Common Assessment, the Board may, from time to time, levy a Supplemental Common Assessment. Such Supplemental Common Assessments shall be allocated among the Lots in the same manner Common Assessments are allocated. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

9.5 **Payment of Assessment.** Common Assessments shall be due and payable in advance to the Association by the assessed Member during the calendar year in equal quarterly installments, on or before January 1, April 1, July 1, and October 1 of each calendar year, or in such other manner and on such other dates as the board of Directors may designate in its sole and absolute discretion. Notice of the amount of the Common Assessments shall be given to each Member prior to January 1 of each year.

9.6 Special Assessments for Capital Expenditures. In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy Special Assessments for the purpose of raising funds not otherwise provided under the Budget from Common Assessments to construct or reconstruct, repair, or replace capital Improvements upon Association Properties, including necessary personal property related thereto. The Board of Directors shall not levy Special Assessments without the vote of the Members representing at least a majority of the voting power of all Members. Special Assessments shall be allocated in the same manner as Common Assessments. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the Members shall pay any such Special Assessment in the manner so specified.

9.7 Reimbursement Assessments. The Board of Directors may, subject to the provisions hereof, levy an Assessment against any Member if the willful or negligent failure of the Member or a Person claiming through the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations shall have resulted in the expenditure of funds by the Association to cause such compliance. Such Assessment shall be known as a Reimbursement Assessment and shall be levied only after approval by the Board. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

9.8 Late Charges and Interest. If any Common Assessment, Special Assessment, or Reimbursement Assessment or any installment thereof is not paid within thirty (30) days after it is due, the Member obligated to pay the Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment or installment of an Assessment which is not paid within thirty (30) days after it is due shall bear interest from the due date at the rate of 18% per annum.

9.9 Notice of Default and Acceleration of Assessments. If any Common Assessment, Special Assessment, or Reimbursement Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board of Directors may mail a notice of default ("Notice of Default") to the Owner and to each Mortgagee of the Lot who has requested a copy of the notice. If the delinquent Assessment or installment and any late charges, legal fees or interest thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law in this Declaration, subject to the protection afforded to the Mortgagees under this Declaration.

9.10 Lawsuit to Enforce Assessments. The Board may bring suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charges, interest, and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

9.11 Lien to Enforce Assessments. All Assessments against a Lot (including late fees, interest, cost of collection, and attorneys' fees) shall constitute a lien on such Lot superior to all

other liens and encumbrances, except: (a) tax and special assessment liens in favor of any assessing authority; (b) liens and encumbrances recorded prior to recordation of this Declaration; and (c) all sums unpaid under a Mortgage encumbering a Lot ("First Mortgage") that has first priority over any other Mortgage encumbering such Lot to the extent the Assessments were assessed after the First Mortgage is recorded. By acceptance of a deed for a Lot, the Owner or Owners agree that the Assessment lien shall be prior to any homestead exemption or right and irrevocably waive any and all rights they may have to claim a homestead exemption against enforcement of the Assessment lien.

To evidence such lien, the Association may Record a written notice setting forth the amount of such unpaid Assessments, the name of the Owner of the Lot and the identification of the Lot. Such notice shall be signed by one of the Board of Directors, an officer of the Association or an agent appointed by the Board and shall be recorded. The recording of a notice of lien shall not be a condition precedent to nor delay the attachment of a lien which shall attach as of the first day of any period for which any Assessment is levied. Such lien may be enforced by foreclosure on the defaulting Owner's Lot by the Association in the same manner as a mortgage on real property and shall encumber all rents and profits issuing from the Lot, which lien on rents and profits shall be subordinate to the matters described in subparagraphs (a) and (b) above. The Association shall have the power to bid at the foreclose sale and to acquire and hold, lease, mortgage and convey the Lot.

9.12 Other Liens. It is possible that liens other than mechanics' liens and Assessment liens may be obtained against Association Properties, including, without limitation, judgment liens, and purchase money mortgage liens.

ARTICLE 10

MISCELLANEOUS

10.1 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect until December 31, 2050, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Members holding at least sixty-seven percent (67%) of the voting power of Members of the Association at duly constituted meetings of the Members.

10.2 Amendment of Declaration by Members. Subject to provisions elsewhere contained in this Declaration requiring the consent of others, this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at duly constituted meetings of the Members. The approval of any such amendment or repeal shall be evidenced by the certification by the Board of Directors of the Association of the votes of Members. The amendment or repeal shall be effective upon the Recordation of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the required vote of the Members. Any Amendment to the Declaration made hereunder shall be effective only when Recorded.

10.3 Association Books and Records. The Association shall make available to Owners, First Mortgagees of Lots, and insurers or guarantors of any such First Mortgage, current copies of this Declaration, and the Articles of Incorporation, By-Laws, Rules and Regulations, books, records, and financial statements of the Association, copies of which shall be maintained by the Association. The Association shall make available to prospective purchasers of Lots current copies of this Declaration, and the Articles of Incorporation, By-Laws, Rules and Regulations, and the most recent annual financial statement, if such is prepared, of the Association. The Association shall not be required to prepare audited financial statements. However, if there is no audited financial statement available, any First Mortgagee shall be allowed to have an audited financial statement prepared, at its expense, three (3) copies of which shall be provided to the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances. The Association may charge a fee for the reasonable copying costs of any materials provided pursuant to this Section.

10.4 Statement of Unpaid Assessments. The Association shall provide to an Owner or its designee or to a holder of a security interest or its designee, upon written request, a statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot.

10.5 Special Rights of First Mortgagees. Any Mortgagee ("First Mortgagee") of a First Mortgage encumbering any Lot in the Community Area, upon filing a written request therefor with the Association, shall be entitled to (a) written notice from the Association of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association including any annual financial statement within ninety (90) days following the end of any fiscal year of the Association; (d) receive written notice of all meetings of Members; and (e) designate a representative to attend any meeting of Members; (f) receive thirty (30) days' written notice prior to the effective date of any proposed material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; and (g) receive immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Association Properties, if the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties.

10.6 Priority of First Mortgage Over Assessments. Each First Mortgagee of a Mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the Mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot.

10.7 Amendment Required by Government Mortgage Agencies. Notwithstanding the provisions of Article 10 hereof, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration which any Government Mortgage Agency requires to be amended or repealed may be amended or repealed solely by the Board of Directors of the Association and no approval, consent, or vote of any other person or entity shall be required. Any

such amendment or repeal shall be effective upon the Recordation of a certificate, executed by the President and Secretary of the Association, setting forth the amendment or repeal in full. "Governmental Mortgage Agency" shall mean the FHA, the VA, the FHLMC, the GNMA, the FNMA, or any similar entity, public or private, authorized, approved, or sponsored by any governmental agency to insure, guarantee, make, or purchase Mortgage loans. "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development, including such department or agency of the United States Government as shall succeed to the FHA in insuring notes secured by mortgages and deeds of trust on residential real estate. "VA" shall mean the United States Department of Veterans Affairs. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation or The Mortgage Corporation created by Title III of the Emergency Home Finance Act of 1970, including any successors thereto. "FNMA" shall mean the Federal National Mortgage Association, a governmental-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto. "GNMA" shall mean the Government National Mortgage Association administered by the United States Department of Urban Development, including any successor thereto.

10.8 Persons Entitled to Enforce Declaration. The Association, acting by authority of the Board, and any Member of the Association who is adversely affected by a violation, shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration against any property within the Community Area and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration.

10.9 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

10.10 Limitation on Liability. The Association, the Board of Directors, the Architectural Control Committee, the Declarant, and any Member, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

10.11 Governing Law This Declaration shall be construed and governed under the laws of the State of Colorado.

10.12 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

10.13 Recorded Easements. In addition to all easements and rights-of-way of record at or before recordation of this Declaration, the Community Area, and all portions thereof, shall be subject to the easements shown on any Recorded plat or map of the Community Area, or any portion thereof. Further, the Community Area, or portions thereof, is now or may hereafter be

subject to the easements, licenses, and other recorded documents, or any of them, set forth on Exhibit C attached hereto and incorporated herein by this reference.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, the Association has Executed this Declaration the day and year first above written.

BEL-AIRE ESTATES OWNERS' ASSOCIATION, a Colorado corporation

Phillip R. Davis

By:
Its: President

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

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by Phillip R. Davis as President of Bel-Aire Estates Owners Association, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Pamela A. Roalson
Notary Public

My commission expires: May 19, 2007

Debra Sullivan

By:
Its: Secretary

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

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by Debra Sullivan as Secretary of Bel-Aire Estates Owners Association, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Pamela A. Roalson
Notary Public

My commission expires: May 19, 2007

EXHIBIT A

LEGAL DESCRIPTION

COMMUNITY AREA

BEL-AIRE ESTATES SUBDIVISION FILINGS 1, 2, 3, AND 4, according to the recorded plats thereof, County of Arapahoe, State of Colorado.

EXHIBIT B
LEGAL DESCRIPTION
OF
ASSOCIATION PROPERTY

Tracts A and B, Bel-Aire Estates Subdivision Filing No. 3, Arapahoe County, Colorado. Tract A, Bel-Aire Estates Subdivision Filing No. 4, Arapahoe County, Colorado.

Median island in S. Eagle Street at S. Carson Way as described in License Agreement as recorded in Arapahoe County, Colorado at Reception Number A6144791.

Concrete drainage pans as contained in Drainage Easements located on the following lots (see attached Exhibits):

Lot 7, Block 1, Bel-Aire Estates Subdivision Filing No. 3, Arapahoe County, Colorado.

Lot 1, Block 2, Bel-Aire Estates Subdivision Filing No. 4, Arapahoe County, Colorado.

Lot 2, Block 2, Bel-Aire Estates Subdivision Filing No. 4, Arapahoe County, Colorado.

Lot 3, Block 2, Bel-Aire Estates Subdivision Filing No. 4, Arapahoe County, Colorado.

Lot 5, Block 1, Bel-Aire Estates Subdivision Filing No. 4, Arapahoe County, Colorado.

Landscaping within the south right-of-way of E. Purdue Place.

EXHIBIT C

RECORDED EASEMENTS, LICENSES, AND OTHER DOCUMENTS

1. Covenant with the City of Aurora, State of Colorado, and the United States of America recorded August 18, 1972, in Book 2048 at Page 543 as follows: the owners and occupants of the lands herein described shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting, directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights above a plane seven hundred fifty feet (750 ft.) above ground level; provided, that nothing contained in the foregoing covenant shall divest the owners or occupants, their heirs, successors, administrators or assigns of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described premises at any altitude above ground level.
2. Restrictive Covenants, which do not contain a forfeiture or reverter clause, as contained in instrument recorded April 11, 1985, in Book 4412 at Page 779, as amended June 10, 1994 in Book 7590 at Page 144.
3. Terms, conditions, and provisions of Agreement between Mil-Rose Investment Co. and Meadow Hills Homeowners Association recorded July 14, 1983, in Book 3914 at Page 573.
4. Terms, conditions, and provisions of Stipulation recorded February 08, 1985, in Book 4366 at Page 754.
5. The effect of Mil-Rose Property PDP recorded July 11, 1994, under Reception No. 100606.
6. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right-of-way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 27, 1892, in Book 771 at Page 113.
7. Utility easement as granted to Public Service Company of Colorado in instrument recorded July 14, 1995, in Book 8024 at Page 292.
8. Easements, conditions, restrictions, and reservations on the recorded Plat of Bel-Aire Estates Subdivision Filings No. 1, 2, 3, and 4.

9. Utility easement as granted to Public Service Company of Colorado in instrument recorded September 22, 1997, under Reception No. A7119276.
10. Utility easement as granted to the City of Aurora in instrument recorded April 21, 1986, in Book 4729 at Page 379.
11. Utility easement as granted to the City of Aurora in instrument recorded December 10, 1997, under Reception No. A7156539.
12. Agreement by and between the City of Aurora and Len Millman and Albert Rose d/b/a Mil-Rose Investment Co. recorded August 18, 1972,, in Book 2048 at Page 543, as amended September 30, 1994, in Book 7723 at Page 89.
13. Assessments for proposed improvements as contained in Ordinance No. 84-95 recorded October 30, 1984, in Book 4294 at Page 390.
14. Right-of-way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded February 17, 1902, in Book A70 at Page 488 and as recorded August 27, 1892, in Book A1 at Page 632.
15. Terms, conditions, and provisions of Annexation Agreement recorded December 04, 1973, in Book 2193 at Page 154.

CERTIFICATE

OF

BEL-AIRE ESTATES OWNERS ASSOCIATION, INC.

A Colorado Non-Profit Corporation

The undersigned, on behalf of Bel-Aire Estates Owners Association, Inc., a Colorado non-profit corporation (the "Association"), hereby certify the following information relating to that certain Second Amended And Restated Meadow Hills Second Filing Declaration Of Covenants And Restrictions For Bel-Aire Estates (the "Amended Declarations"):

FIRST: The full text of the Amended Declarations is set forth as Exhibit A to this certificate;

SECOND: The Amended Declarations were approved and adopted on April 27, 2005 by a vote of the members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at a duly constituted meeting of such members.

THIRD: The Amended Declarations shall become effective at such time as they are filed with the Clerk and Recorder for the County of Arapahoe, State of Colorado.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 18th day of May, 2005.

BEL-AIRE ESTATES OWNERS' ASSOCIATION, a Colorado corporation

Phillip R. Davis

By:
Its: President

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

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by Phillip R. Davis as President of Bel-Aire Estates Owners Association, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Pamela A. Dooley
Notary Public

My commission expires: May 19, 2007

Debra Sullivan
By:
Its: Secretary

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

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by Debra Sullivan as Secretary of Bel-Aire Estates Owners Association, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Pamela A. Dooley
Notary Public

My commission expires: May 19, 2007