

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WOODMEN HILLS FILING NO 8 AND A PORTION OF FILING NO. 9

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODMEN HILLS FILING NO 8 AND A PORTION OF FILING NO. 9 ("Declaration") is made as of this 24th day of October, 2000, by MELODY HOMES, INC., a Delaware corporation ("Declarant").

ARTICLE I. GENERAL

1. Property Declarant is the owner of that certain parcel of land located in the County of El Paso, Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

2. Purposes of Declaration This Declaration is executed (a) in furtherance of a common and general plan for the development of the Property (as hereinafter defined); (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the Property, and (c) to define certain duties, powers and rights of Owners of Lots within the Property.


3. Declaration Declarant, for itself, its successors and assigns, hereby declares that the Property shall 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. 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: (a) the property (as hereinafter defined); (b) Declarant and its successors and assigns, and (c) all Persons having or acquiring any right, title or interest in the Property, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Declaration shall be recorded in every county in which any portion of the Property (as hereinafter defined) is located.

4. Non-CCIOA Community The Property (as hereinafter defined) and this Declaration are not subject to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et seq.*, because it is not a common interest community as defined in § 38-33.3-103(8).

ARTICLE II DEFINITIONS

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

1. "County" shall mean El Paso County, Colorado.
2. "Declaration" shall mean this instrument as it may be amended or supplemented from time to time.

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3 "Declarant" shall mean Melody Homes, Inc., a Delaware corporation, its successors and assigns. A person shall be deemed to be a "successor and assign" of the 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 Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant as Declarant under this Declaration.

4. "Design Review Committee" shall mean the committee provided for in Article IV of this Declaration.

5. "Design Standards" shall mean standards or rules issued by the Design Review Committee relating to the procedures, materials to be submitted, fees and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property.

6. "District" shall mean and refer to Woodmen Hills Metropolitan District.

7. "Improvement" shall mean all structures and improvements located upon or made to a Lot 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, pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, swimming pool, tennis court, solar equipment, exterior air conditioning and water softening fixtures.

8. "Improvement to Property" shall mean any change, alteration or addition to any Lot or property located within the Property. "Improvement to Property" is more particularly defined in Article IV of this Declaration.

9. "Lot" shall mean a physical portion of the Property which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plat together with a non-exclusive easement for use and enjoyment in any property owned by the District. The term Lot shall not include any property owned by a public body.

10. "Notice of Completion" shall mean written notice to the Design Review Committee of the completion of any Improvements to Property pursuant to Article IV of this Declaration.

11. "Owner" shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. For purposes of termination or amending this Declaration as set forth in Article VII below, each Owner shall have the right to exercise one vote for each Lot owned by it. A majority of Owners must cast their votes in person or by proxy for a quorum to be present.

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12 "Person" shall mean a natural person, a corporation, a partnership, a limited liability company or any other entity permitted to hold title to real property pursuant to Colorado law

13. "Plat" shall mean and include each land survey plat which depicts all or a portion of the Property and which further depicts and locates thereon the location of Lots and such other matters as may be required by law. The Plat, and the terms and provisions thereof, are hereby incorporated herein by reference. The term "Plat" shall also include any and all amendments and supplements thereto.

14. "Property" shall mean the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, as amended from time to time, and which is subject to the terms and provisions of this Declaration

15 "Record" or "Recorded" shall mean the filing for record of any document in the office of the Clerk and Recorder of the County.

ARTICLE III GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

All real property in the Property shall be held, used, and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of Declarant set forth in this Declaration.

1. Exemption of Certain Lots Except for Sections 4, 5, 6 and 34 of this Article, Lots owned by Declarant on which a certificate of occupancy has not been issued shall be exempt from the provisions of this Article

2. Maintenance of Property No property within the Property shall be permitted to fall into disrepair and all property within the Property, including any Improvements, shall be kept and maintained in a clean, attractive, and sightly condition. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot.

3. Property Uses Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use his Lot for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof, the amount of traffic or the number of persons in the community is not increased as a result of such usage, and no unreasonable inconvenience to other residents of the Lots is created thereby.

4. Construction Type All construction shall be new. No modular, mobile, or prefabricated homes or dwelling units of any type may be placed or located within the Community. No building previously used at another location nor any building nor structure originally constructed as a mobile dwelling or structure may be moved onto a Lot, except as expressly hereinafter provided for temporary buildings. Architectural standards are established to the end that the Properties may benefit from the natural advantages of its particular location. While the standards for architectural style are flexible, compatibility with the informal natural environment is required. Contemporary, southwestern, and western styles typical of the Pikes Peak Region are

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desirable. All buildings must be designed to fit the natural contours of the Lot without excessive grading.

5. Square Footage. No dwelling unit shall be erected which has an architectural floor area of less than one thousand three hundred (1,300) square feet exclusive of a garage. Architectural floor area is the sum of the following percentages of gross square foot areas:

Gross square feet on the main living level	100%
Gross square feet on finished upper stories above the living area	75%
Gross square feet on finished garden level with direct walkout access to the outside	75%
Gross square feet on finished basement level	25%
Gross square feet of balconies, raised decks, covered patios	25%

Gross square feet covers the exterior perimeter of the area being measured.

6. Garage and Driveway. The dwelling unit on each Lot shall include at least a two (2) car or larger fully enclosed garage or such equivalent garage arrangements as may be approved by the Design Review Committee. All driveways must be constructed of concrete or similar material. Dirt, gravel, and asphalt will not be permitted.

7. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Property, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others. No offensive or hazardous activities may be carried on any Lot or in any living home. No annoying lights, sound or odors shall be permitted to emanate from any Lot.

8. Annoying Sounds or Odors. No sound nor odor shall be emitted from any property within the Property which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Design Review Committee and shall comply with all applicable laws.

9. No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Property which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Property and no open fires shall be lighted or permitted on any property within the Property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

10. Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction or alteration of Improvements thereon, unless otherwise approved by the Design Review Committee.

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11. No Unsightliness All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment, except when in actual use

12. Weeds and Diseased Trees The entire area of every Lot on which no Improvement has been constructed, except any trees, shrubs, or flowers shall be kept mowed to a maximum height of 6 inches. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire. The entire area of every Lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which, in the opinion of the Design Review Committee, are likely to cause the spread of infection or weeds to neighboring property. Trees infected with mistletoe, pine beetle or other diseases shall be removed by the Owner.

13. Restrictions on Garbage and Trash No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up. Burning of trash is prohibited. The Declarant, as long as the Declarant has the right to appoint the Design Review Committee, then after that date the Design Review Committee, reserves the right to select a company to be the exclusive supplier of trash pickup for the Properties.

14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than three domesticated animals (e.g., two cats and one dog), will be permitted within the Property; provided that they are not kept, bred, or maintained for any commercial purpose. No animal of any kind shall be permitted which in the opinion of the Design Review Committee makes an unreasonable amount of noise or odor or is a nuisance. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or such Owner's representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

15. Wildlife. Insofar as the Property is abundant with plant and animal life including both mammals and birds, the Lots shall be used by all Owners only in such a manner as is consistent with the preservation of animals and their natural habitat. Therefore, the Property shall not be subjected to any kind of intensive or destructive use or activity which might otherwise result in avoidable damage to the existing animal habitats.

16. No Temporary Structures No tent, treehouse, barn, shack, temporary structure, or temporary building shall be placed upon any property within the Property except with the prior written consent of the Design Review Committee.

17. Restriction on Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage or other purposes, all wires, poles, acrials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and all utility

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meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots, and provided further, however, that the requirements of this Section shall not apply to those "antennae" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended from time to time. As to "antennae" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, the Design Review Committee shall be empowered to adopt rules and regulations governing the types of "antennae" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance. With the approval of the Design Review Committee, a master antenna or cable television antenna may, but need not, be provided for uses of all Owners or a group of Owners, and Declarant may grant easements for such purposes.

18. Restrictions on Signs and Advertising. No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Property so as to be evident to public view, except (a) signs as may be approved in writing by the Design Review Committee, or (b) signs, posters, billboards or any other type of advertising device or display erected by Declarant incidental to the development, construction, promotion, marketing or sales of Lots within the Property. A sign advertising a Lot for sale or for lease may be placed on a Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Design Review Committee.

19. Restrictions on Mining or Drilling. No property within the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

20. Maintenance of Drainage. There shall be no interference with, or change from, the established drainage pattern over any property within the Property. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from any property owned by the County or other Persons over any Lot, (b) from any Lot over property owned by the County or other Persons; from any property owned by the District over any Lot; (c) from any Lot over any property owned by the District; or (d) from any Lot over another Lot.

21. Irrigation Recommendations Around Foundations and Slabs. Any occupant of a Lot, including the Owner thereof, should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the dwelling unit or any slab on the Lot. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the occupant or Owner of the Lot should water

such shrubbery by "controlled hand-watering," and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls or slabs.

22. Compliance with Laws Nothing shall be done or kept on any property within the Property in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property.

23. Further Subdivision of Lots Except for Declarant, the Owners of a Lot shall not further subdivide that Lot.

24. Restrictions on Sewage Disposal Systems and Water Systems No cesspool, septic tank or other sewage disposal system shall be installed within the Property. No individual water supply system shall be installed or maintained for any property within the Property.

25. Restoration in the Event of Damage or Destruction In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

26. Vehicle Repairs No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots.

27. Storage of Gasoline and Explosives, etc. No Lot shall be used for the storage of explosives, gasoline or other volatile and/or incendiary materials or devices. Gasoline or fuel for an Owner's lawn mower, snowblower and the like may be maintained on an incidental basis on the Lot in an amount not to exceed five (5) gallons.

28. Trailers, Campers and Junk Vehicles No boat, jet ski, camper (on or off supporting vehicles), trailer, tractor, industrial or commercial vehicle or truck (both cabs and trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, 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 Property except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review Committee. For the purposes of this covenant, a one (1) ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck; provided, however, that any such vehicle must be parked in the driveway, or garage, of a Lot.

29. Fences No fences (except those constructed by the Declarant) shall be constructed along or adjacent to the boundary or lot line of any Lot without the approval of the Design Review Committee unless in conformance with standard design specifications previously approved by the Design Review Committee. Privacy fences, security fences, and fences for screening purposes shall also be approved by the Design Review Committee unless in conformance with standard

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design specifications previously approved by the Design Review Committee. Fencing of entire Lots is prohibited and a minimum of solid fencing shall be permitted only at the rear of a residential structure in order to surround privacy areas and for animal control. No fencing shall be permitted in the front or side areas of any residential structure. Fencing of the rear of a Lot along the Lot lines shall be permitted provided that said fence is a split- or smooth-rail type with no more than three (3) rails and constructed of a composition material approved by the Design Review Committee.

30 Air Conditioning and Heating Equipment No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere on the exterior of a dwelling unit on a Lot other than on the ground; provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof if (a) such solar unit is built into and made an integral part of the roof flashing or the structure of any dwelling unit constructed on such Lot, and (b) such solar unit is specifically approved by the Design Review Committee in accordance with Article IV below.

31 Owner's Right to Lease Lot All Owners shall have the right to lease such Owner's Lot provided that (a) all leases shall be in writing; (b) all leases shall be for a Lot with a completed residence thereon, (c) all leases shall provide that the terms of the lease and the lessee's occupancy of the Lot shall be subject to this Declaration and that any failure by the lessee to comply with any of the aforesaid documents in any respect shall be a default under such lease; (d) all leases shall provide that the terms of the lease and the lessee's occupancy of the Lot shall be subject to the ordinances, regulations and fees of the District and that any failure by the lessee to comply with any of the aforesaid obligations in any respect shall be a default under such lease; and (e) each time an Owner leases his Lot, such Owner shall notify the Design Review Committee immediately upon the leasing of such Lot and register with the Design Review Committee both the name(s) of the tenant(s) and new mailing information for notices to be sent by the Design Review Committee directly to such Owner.

32 Recorded Exceptions By acceptance of a deed for a Lot within the Property, all Owners of Lots within the Property acknowledge that all or portions of the Property may be subject to, or benefited by, matters of Record. The matters of Record include a "Long Term Water Lease, Option to Purchase and Development Agreement" and a "Lease and Option Clubhouse Agreement."

33 Garage Doors Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

34 Building Height Limitation No building or other structure shall exceed thirty-five feet in height from the lowest elevation of the natural grade along the perimeter of the structure to the mid-point of the highest gable of a pitched or hip roof or to the top of the coping on the flat roof without the prior permission of the Design Review Committee. However, the foregoing is a maximum that can be reduced by the Design Review Committee in its discretion at any time, from time to time, with any such reduced maximum to be applicable to specified types of structures.

35 Outdoor Lines All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

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36. Exterior Tanks. No Owner shall maintain or place upon a lot any above-ground swimming pool, filter tank, fuel tank, propane tank, or similar devices unless the same are enclosed or screened so as not to be visible from streets or adjoining lots

37. Landscaping. Within six (6) months after substantial completion of the Improvements on a Lot, or within any extension of that period granted by the Design Review Committee, all yards and open space on the Lot shall be landscaped and thereafter maintained. All irrigated landscaping must be in compliance with the rules and regulations of the District (which provide that the irrigable area of a Lot may not exceed two thousand five hundred (2,500) square feet) and all landscaping must consist of a reasonable number of coniferous trees, however these requirements may be modified with the approval of the Design Review Committee and the District. Landscaping may include partial areas of natural vegetation and preservation of native grasses, trees, and shrubs

ARTICLE IV ARCHITECTURAL APPROVAL

1. Approval of Improvements Required. The approval of the Design Review 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 Improvements to Property may be waived, or certain Improvements to Property may be exempted, in writing or under written guidelines or rules promulgated by the Design Review Committee.

2. Improvement to Property Defined. "Improvement to Property" requiring approval of the Design Review Committee shall mean and include, without limitation, (a) the construction, installation, erection or expansion of any building, structure or other Improvement, including utility facilities and fences, (b) the removal, demolition or destruction, by voluntary action, of any building, structure, landscaping, trees 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, and (d) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color, or texture.

3. Membership of Committee. The Design Review Committee shall consist of three (3) members. Until such time as Declarant has conveyed all Lots in the Property to the first Owner(s) thereof (other than Declarant), all of the members of the Design Review Committee shall be appointed by Declarant. At such time as the Declarant ceases to own any Lots in the Property, all members of the Design Review Committee shall be deemed to have resigned from the Design Review Committee and thereafter the Owners of a majority of the Lots in the Property shall have the power to designate the members of the Design Review Committee. Members of the Design Review Committee appointed by Declarant may be removed at any time by Declarant and shall serve for such term as may be designated by Declarant or until resignation or removal by Declarant. Declarant may at any time and from time to time change the authorized number of members of the Design Review Committee, but the number of members of the Design Review Committee shall not be less than three (3).

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4. Address of Design Review Committee. Until the Declarant ceases to own any Lots in the Property, the address of the Design Review Committee shall be at the principal office of Declarant. Once the Declarant no longer owns any Lots in the Property, the Owners may designate, from time to time, the address of the Design Review Committee.

5. 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 Design Review Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Design Review Committee shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the Design Review Committee or its authorized agent. The Design Review 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 Design Review Committee of all required materials in connection with the proposed Improvement to Property, the Design Review Committee may postpone review of any materials submitted for approval.

6. Criteria for Approval. The Design Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that: (a) the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Property as a whole; (b) the appearance of the proposed Improvement to the Property will be in harmony with the surrounding areas of the Property; (c) the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Property for the enjoyment thereof by Owners, (d) the upkeep and maintenance of the proposed Improvement to Property will not become a burden on any other party other than Owner, and (e) the proposed Improvement to Property does not affect the drainage plan for the Property or any portion thereof. The Design Review Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Design Review Committee may determine at any time.

7. Design Standards. The Design Review Committee may, from time to time, issue, amend, repeal, and modify Design Standards. 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 requirements 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.

8. Design Review Fee. The Design Review Committee may, through the Design Standards or otherwise, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property. The Design Review Committee may provide that the amount of such fee shall be uniform for similar types of proposed Improvements to Property or that the fee shall be determined in any other reasonable manner including the estimated cost of the proposed Improvement to Property.

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9. Decision of Committee. Any decision of the Design Review Committee shall be made within forty-five (45) days after receipt by the Design Review Committee of all materials required by the Design Review Committee, unless such time period is extended by mutual agreement. The decision shall be in writing and if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Committee.

10. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed disapproved unless written approval or a written request for additional information or materials is transmitted to the Applicant by the Design Review Committee, or a representative thereof, within forty-five (45) days after the date of receipt by the Design Review Committee of all required materials.

11. Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with: (a) the description of the proposed Improvement to Property, (b) any materials submitted to the Design Review Committee in connection with the proposed Improvement to Property; and (c) any conditions imposed by the Design Review Committee. Failure to complete the proposed Improvement to Property within twelve (12) months after the date of approval or such shorter period as specified in writing by the Design Review Committee, or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Design Review Committee, shall constitute noncompliance with the requirements for approval of Improvements to Property.

12. Notice of Completion. Upon completion of the Improvement to Property, the Applicant may give written Notice of Completion to the Design Review Committee. Until the date of receipt of such Notice of Completion, the Design Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

13. Inspection of Work. The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate forty-five (45) days after the Design Review Committee shall have received a Notice of Completion from Applicant.

14. Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement to Property has been done without obtaining the approval of the Design Review Committee or was not done in complete conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Committee, the Design Review Committee shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within forty-five (45) days after the Design Review Committee receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

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15. Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Design Review Committee fails to notify the Applicant of any non-compliance within forty-five (45) days after receipt by the Design Review Committee of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

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

17. Committee Power to Grant Variances. The Design Review Committee may grant variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

18. Meetings of Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution in writing adopted by a majority of the members, designate a Committee Representative (who may but need not be one of its members) to take any action or perform any duties for or on behalf of the Design Review Committee, except the granting of approval to any Improvement to Property and granting of variances. The action of such Committee Representative within the authority of such Committee Representative or the written consent or the vote of a majority of the members of the Design Review Committee shall constitute the action of the Design Review Committee.

19. Estoppel Certificates. The Design Review Committee shall, upon the reasonable request of any interested Person and after confirming any necessary facts, furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein, and the Design Review Committee shall keep a permanent record of such certificates.

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20. Nonliability of Committee Action. There shall be no liability imposed on the Design Review Committee, any member of the Design Review Committee, any Committee Representative or Declarant for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Design Review 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, or such Improvement to Property's conformance with building codes or other governmental laws or regulations. No Owner or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Design Review Committee.

21. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Design Review Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction, provided that during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Property.

ARTICLE V COUNTY AND DISTRICT

1. Owner's Understanding. The property is subject to an overall Development Plan and Sketch Plan that has been approved by the Board of County Commissioners of the County. The Development Plan and Sketch Plan is a general proposal for the future development and is not meant to be exact and may be subject to modification. Ownership hereunder implies a knowledge and acceptance of the existing Development Plan and Sketch Plan and an acquiescence in its future modification so long as said modification does not substantially increase the overall density of the original Development Plan and Sketch Plan or does not materially affect the Owners use of its Lot.

2. Special District. The Owners further recognize and understand that the Property is within the boundaries of the District which supplies various municipal and recreational services to the property and that the Owners' Lots are subject to the ordinances, regulations, and various fees and charges now in force or which might be adopted by the District.

ARTICLE VI.

DECLARANT'S RIGHTS AND RESERVATIONS

1. Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth in this Article VI from the date hereof until 120 days after the date upon which one hundred percent (100%) of the Lots have been conveyed to Owners other than the Declarant. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this

Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment. Declarant makes no assurances that Declarant will exercise the rights reserved by Declarant herein with respect to all or any portion of the Property and Declarant reserves the right to exercise such rights with respect to the Property in such time frames and in such a manner as Declarant deems fit in its sole and absolute discretion.

2. Declarant's Rights to Complete Development of Property. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to (a) complete the development of property within the boundaries of the Property, (b) construct or alter Improvements on any property owned by Declarant within the Property, including temporary buildings, (c) maintain model homes, temporary buildings or offices for construction or sales purposes, or similar facilities on model homes, temporary buildings or offices for construction or sales purposes, or similar facilities on any property owned by Declarant within the Property; or (d) post signs incidental to the development, construction, promotion, marketing or sales of property within the Property. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to (a) excavate, cut, fill or grade any property owned by Declarant; (b) use any structure on any property owned by Declarant as a construction, model home or real estate sales office in connection with the sale of any property within the boundaries of the Property; or (c) to require Declarant to seek or obtain the approval of the Design Review Committee for any such activity or Improvement to Property on any property owned by Declarant. Nothing in this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

3. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, and water in, on, under, over and across Lots owned by Declarant for any purpose incident to the development and sale of Lots within the Property.

4. Declarant's Rights to Convey Additional Property to District. Declarant shall have and hereby reserves the right, but not the obligation to convey additional real property and Improvements thereon to the District at any time and from time to time in accordance with this Declaration.

5. Withdrawal of Property. Any property, or any portion thereof, which has been subjected to this Declaration, including without limitation the property described on Exhibit A, may be withdrawn from this Declaration by Declarant without the approval of any Owner or any other Person at any time prior to the time such property or portion has been conveyed by the Declarant to a third party. Such withdrawal may be accomplished by the execution, acknowledgment, and recordation of a "Notice of Withdrawal." The Notice of Withdrawal shall (a) be executed and acknowledged by Declarant, as the Owner of the property being withdrawn; (b) contain an adequate legal description of the property being withdrawn from this Declaration; (c) contain a statement and declaration that the property is withdrawn from this Declaration and shall not be thereafter subject to this Declaration. The withdrawal of such property from this Declaration shall be effective upon the recordation of the Notice of Withdrawal and, upon the recordation of a Notice of Withdrawal, the property described therein shall no longer be subject to this Declaration.

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6. Expansion of Permitted Property Uses Notwithstanding anything to the contrary contained herein, Declarant reserves the right to expand the permitted uses for Lots as provided in Article III hereof provided that such uses: (a) are consistent with Declarant's overall development plan for the Property; and (b) are in accordance with County rules, regulations, requirements and approvals.

ARTICLE VII MISCELLANEOUS

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 the Owners of at least seventy-five percent (75%) of the Lots, with the written consent of the Declarant (as long as Declarant owns any Lot). In the event this Declaration is terminated, the termination of this Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the Owners of at least seventy-five percent (75%) of the Lots and by the Declarant (as long as Declarant owns any Lot). The Termination Agreement shall specify a date after which the Termination Agreement will be void unless Recorded before such date. The Termination Agreement shall be Recorded and the termination of this Declaration shall be effective upon such Recording.

2. Amendment of Declaration by Declarant Until such time as Declarant has conveyed all of the Property to Owners other than Declarant, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant as provided in this Section. Declarant reserves the right to unilaterally amend the provisions of this Declaration to (i) comply with any requirements of the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Mortgage Loan Corporation, the Government National Mortgage Association, the Veterans Administration or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities, (ii) make technical amendments for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provision, and (iii) correct any errors or omissions contained in the legal description of the Property. Any amendment to the Declaration pursuant to this Section shall be effective upon the Recording of the amendment signed by the Declarant.

3. Amendment of Declaration by Owners Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed and any action may be taken at any time and from time to time upon approval of the amendment by Owners holding at least seventy-five percent (75%) of the voting power of the Owners entitled to vote; provided, however, while Declarant owns any Lot in the Property any amendment, to be effective, must have the written approval of the Declarant. The approval of any such amendment or repeal shall be evidenced by a certification executed by the requisite number of Owners. The amendment shall be effective upon the recordation of a certificate, executed by the Owners approving such amendment and setting forth the amendment in full and certifying that the amendment or repeal has been approved by the requisite number of

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Owners Any amendment to the Declaration made hereunder shall be effective only when Recorded

4. Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telecopier or telegraph. If served by Mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Declarant and/or District for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Declarant and/or District and shall be deemed given, if not actually received earlier, at 5 00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Declarant (during the time that Declarant owns any Lot), by the Design Review Committee and/or by the District.

5. Violations Constitute a Nuisance Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provision of this Declaration.

6. Enforcement of Self-Help. During such time as Declarant owns any Lot, Declarant, or any authorized agent of it, may enforce, by self-help, any of the provision, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration, provided such self-help is preceded by notice and hearing

7. Violations of Law Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration

8. Remedies Cumulative Each remedy provided under this Declaration is cumulative and not exclusive.

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. Limitation on Liability The Design Review Committee, Declarant, and any director, officer, 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.

11. Liberal Interpretation The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

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

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13. 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.

14. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

15. Captions for Convenience. The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

16. Exhibits Incorporated. All Exhibits to this Declaration are incorporated herein and made part hereof as if fully set forth herein.

17. Disclaimer Regarding Safety. DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. ANY OWNER OF PROPERTY WITHIN THE PROPERTY ACKNOWLEDGES THAT DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY.

18. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, OR ANY IMPROVEMENT THEREON. ITS OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS OR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREFOR, UNLESS AND EXCEPT AS SHALL BE SPECIFICALLY SET FORTH IN WRITING IN A SEPARATE DOCUMENT.

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

DECLARANT

MELODY HOMES, INC., a Delaware corporation

By: [Signature]
Title: Division President

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STATE OF COLORADO)
) ss.
_____ COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 20th day of October, 1999 by David L. Ogden as Division President of MELODY HOMES, INC, a Delaware corporation, Declarant.

With my hand and official seal.



Carol D. Barker
Notary Public
My Commission expires 4-10-2002

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EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WOODMEN HILLS FILING NO 8 AND A PORTION OF FILING NO. 9

The following property as shown on the final plat of Woodmen Hills Filing No 8, recorded on July 29, 1999, at Reception No 99121673, in the office of the Clerk and Recorder of El Paso County, Colorado, as amended from time to time:

LOTS 298 THROUGH 303, AND LOTS 362-498 INCLUSIVE, AND

The following property as shown on the final plat of Woodmen Hills Filing No 9 recorded on February 1, 2000, at Reception No. 200010459 in the office of the Clerk and Recorder of El Paso County, Colorado, as amended from time to time:

LOTS 503 THROUGH 544, INCLUSIVE.

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DECLARATION OF COVENANTS, CONDITIONS
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Exhibit A - Property

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