

**AMENDED AND RESTATED SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND AGE RESTRICTIONS
FOR
THE RETREAT AT BANNING LEWIS RANCH,
An Age 55 and Older Community
(Filing Nos. 21, 22, 23, and 25, Village 3 West)**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND AGE RESTRICTIONS FOR THE RETREAT AT BANNING LEWIS RANCH, An Age 55 and Older Community (Filing Nos. 21, 22, 23, and 25, Village 3 West) (the “**Supplemental Declaration**”), dated for reference purposes as of August 14, 2020, is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, as the Owner of at least two-thirds of the Lots (the “**Required Owner**”). Unless otherwise defined in this Supplemental Declaration, initially capitalized phrases, terms, and words in this Supplemental Declaration have the meanings set forth in Article 2 below.

INTRODUCTION

WHEREAS, capitalized terms used in this Introduction shall have the meanings set forth in the Original Supplemental Declaration (as defined below); and

WHEREAS, the Required Owner is the Owner of Lots under the Supplemental Declaration of Covenants, Conditions, and Age Restrictions for Braemore at Banning Lewis Ranch, An Age 55 and Older Community (Filing Nos. 21, 22, 23, and 25, Village 3 West) recorded April 19, 2019 at Reception No. 219040951 in the real property records of El Paso County, Colorado (the “**Original Supplemental Declaration**”); and

WHEREAS, the name of the Annexed Property subject to the Original Supplemental Declaration was originally known as the Braemore Neighborhood; and

WHEREAS, the minimum age for a natural Person to occupy a Residence was twenty-five (25) years of age, subject to the exceptions contained in Section 4.2(b) of the Original Supplemental Declaration;

WHEREAS, the Required Owner desires to change the name of the Annexed Property subject to the Original Supplemental Declaration to The Retreat Neighborhood; and

WHEREAS, the Required Owner desires to change the minimum age for a natural Person occupying a Residence to nineteen (19) years of age; and

WHEREAS, Section 8.2(a) of the Original Supplemental Declaration provides for its amendment by recording a written instrument that has received Approvals from (i) at least two-thirds (2/3) of the Owners with the votes of Owners being based on one (1) vote for each Lot, (ii) at least two-thirds (2/3) of First Mortgagees with the votes of First Mortgagees being based on one (1) vote for each First Mortgage held, (iii) Declarant during the Declarant Rights Period and any Builders who have received an assignment or partial assignment of Declarant Rights, (iv) the Operating District, and (v) HUD or VA, as the case may be, if HUD or VA has VA has guaranteed or insured a Mortgage on any Lot at the time of such amendment. As of the recording of this

Supplemental Declaration, there is one First Mortgagee and HUD and the VA have not guaranteed or insured a Mortgage on any Lot; and

WHEREAS, the Required Owner now desires to restate and replace in its entirety the Original Supplemental Declaration in order to change the name of the Neighborhood and the minimum age of occupancy for a natural Person.

NOW, THEREFORE, this Supplemental Declaration is deemed to amend, modify, restate and replace the Original Supplemental Declaration so that the terms, covenants, agreements, rights, obligations and conditions contained in this Supplemental Declaration shall supersede and control over all of the terms, covenants, agreements, rights, obligations and conditions of the Original Supplemental Declaration. Pursuant to Section 8.2 of the Original Supplemental Declaration, the Required Owner, Declarant, the Operating District, and at least two-thirds (2/3) of the First Mortgagees hereby agree and consent to the execution and recording of this Supplemental Declaration.

SUPPLEMENTAL DECLARATION

Introductory Statement

The Master Declaration established a master planned community known as Banning Lewis Ranch located in the City of Colorado Springs in El Paso County, Colorado, and imposed certain conditions, covenants, reservations, and restrictions affecting the Annexed Property. Section 1.33 of the Master Declaration provides that Declarant may identify portions of the Annexed Property as Neighborhoods. Pursuant to the Master Declaration, Declarant has identified The Retreat Neighborhood as a Neighborhood in the Annexed Property that it intends to develop as senior housing community for seniors aged fifty-five (55) years and older. By the Recording of this Supplemental Declaration, Declarant intends to subject The Retreat Neighborhood to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration.

DECLARATION

Declarant hereby declares that, from and after the date that Declarant Records this Supplemental Declaration, (a) the Included Property so added to The Retreat Neighborhood shall be subject to the age restrictions, conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration, (b) after Recording of this Supplemental Declaration, Owners of any property within The Retreat Neighborhood shall convey, encumber, enjoy, hold, lease, maintain, occupy, own, sell, and transfer such property subject to this Supplemental Declaration, and (c) the terms of this Supplemental Declaration shall touch and concern The Retreat Neighborhood and benefit the Includible Area.

Declarant further declares that the age restrictions, covenants, conditions, equitable servitudes, limitations, reservations, and other restrictions set forth in this Supplemental Declaration shall (a) run with The Retreat Neighborhood and all parts thereof, at law and as an equitable servitude, (b) bind all Persons having or acquiring any interest in The Retreat Neighborhood or any part thereof, (c) enhance and protect the aesthetic nature, attractiveness,

desirability, quality, and value of The Retreat Neighborhood and be in furtherance of a common and general plan of development, improvement, enhancement, and protection of The Retreat Neighborhood, (d) inure to the benefit of, and be binding upon, each Owner and every part of The Retreat Neighborhood and every interest therein included in The Retreat Neighborhood, and (e) be enforceable by Declarant and the Operating District, as provided in this Supplemental Declaration.

ARTICLE 1

General

1.1 Master Declaration. It is the intent of Declarant that the conditions, covenants, reservations, and restrictions contained in this Supplemental Declaration are (a) in addition and a supplement to the conditions, covenants, reservations, and restrictions contained in the Master Declaration and (b) not an amendment of the Master Declaration. If there is a conflict between the conditions, covenants, reservations, and restrictions set forth in this Supplemental Declaration and those set forth in the Master Declaration, the conditions, covenants, reservations, and restrictions of the Master Declaration shall control. All Lots subjected to this Supplemental Declaration shall remain subject to the provisions of the Master Declaration and this Supplemental Declaration without further reference to this Master Declaration in any deed, notice, Supplemental Declaration, or other instrument.

1.2 Master Declaration Covenants and Easements. The Retreat Neighborhood is, and shall be, subject to the conditions, provisions, and terms of the Master Declaration including (a) the authority and power of Declarant to create additional Neighborhoods by Recording Supplemental Declarations as set forth in Article 2 thereof, (b) the authority and power of the Operating District as set forth in Article 3 thereof, (c) the maintenance requirements set forth in Article 4 thereof, (d) the design review process set forth in Article 5 thereof, (e) the covenant enforcement provisions set forth in Article 6 thereof, (f) the use restrictions set forth in Article 7 thereof, (g) the covenants and disclosures regarding drainage and other matters set forth in Article 8 thereof, (h) the imposition of a Transfer Fee set forth in Article 9 thereof, (h) Declarant's rights, reservations, and exemptions set forth in Articles 10, 11, and 15 thereof, (i) the easements and disclosures set forth in Article 13 thereof, and (j) the authority and rights of the Operating District with respect to Public Facilities (as defined in the Master Declaration and as set forth in Article 14 thereof).

ARTICLE 2

Definitions

Unless otherwise expressly provided in this Supplemental Declaration, the following words and phrases when used in this Supplemental Declaration have the meanings specified in this Article 2.

“**Access Points**” has the meaning set forth in Section 5.2(b).

“**Additional Easements**” has the meaning set forth in Section 5.1(a).

“**Advisory Board**” has the meaning set forth in Section 6.3.

“**Age Restriction**” has the meaning set forth in Section 4.2(a), and “**Age Restrictions**” has the meaning set forth in Section 4.3(a).

“**Applicable Laws**” means (a) CCIOA, to the extent applicable to The Retreat Neighborhood, (b) the Fair Housing Laws, and (c) all other decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, and statutes of the City and all federal, local, or state governments and their respective agencies, departments, divisions, or parts thereof that have exercised or, from time to time, exercise jurisdiction over The Retreat Neighborhood.

“**Approval, Approve, Approves, and Approved**” mean with respect to an action requiring the approval of, or consent to, an action by a Person, such Person has given such approval or consent in writing and conveyed such approval or consent by Notice to the other Party

“**Arbitration**” has the meaning set forth in Section 7.3(c)

“**Arbitrator**” means (a) the American Arbitration Association or (b) such other Arbitrator as the Bound Parties may agree in writing.

“**Attachment**” has the meaning set forth in Section 9.1.

“**Authorized Users**” has the meaning set forth in Section 5.4(b).

“**Auto Court**” means an automobile court as defined, depicted, designated, or shown on a Final Plat or Supplemental Declaration as a private access and utility easement (or other similar designation) shared by Residences in a Residential Cluster.

“**Auto Court Neighborhood**” has the meaning set forth in Section 3.4.

“**Bound Parties**” has the meaning set forth in Section 7.1.

“**Builder**” has the meaning specified in the Master Declaration and includes (a) Declarant, and (b) any Builder that, before the Effective Date of this Supplemental Designation, Declarant has designated as a Builder in the manner specified in the Master Declaration.

“**CCIOA**” means the Colorado Common Interest Ownership Act as provided in (C.R.S. §§ 38-33.3-101, *et seq.*).

“**City**” means the City of Colorado Springs, Colorado.

“**Claimant**” has the meaning set forth in Section 7.3(b).

“**Claim**” means action, claim, damage, demand, dispute, fine, grievance, liability, loss, proceeding, or suit seeking to impose liability on a Person whether based at law, in equity, or otherwise and including matters arising out of, or related to, (a) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations, and duties of any Bound Party under any of the Governing Documents, (b) the design or construction of any Public

Facility, improvement, or Residence, (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Person, and (d) the Public Facilities Risks.

“**Claimant**” has the meaning set forth in Section 7.3(b).

“**Community Gates**” has the meaning set forth in Section 5.4(b).

“**Community Gate Regulations and Rules**” has the meaning set forth in Section 5.4(c).

“**Declarant**” means Clayton Properties Group II, Inc., a Colorado corporation, and includes a Successor Declarant.

“**Declarant Parties**” means Declarant and its respective affiliates, agents, consultants, directors, officers, owners, property managers, representatives, shareholders, and successors.

“**Declarant Rights**” has the meaning set forth in Section 6.1.

“**Declarant Rights Period**” means a period beginning on the date of the Recording of this Supplemental Declaration and ending on the later to occur of (a) ten (10) years after the conveyance by Declarant to a first-time homebuyer of the last completed Residence in the Includible Area or (b) fifteen (15) years from the date of the Recording of this Supplemental Declaration.

“**Districts**” means the Finance District and the Operating District, and “**District**” means one of the Districts.

“**District Parties**” means each District and its respective agents, assigns consultants, directors, officers, property managers, representatives, and successors.

“**Established Drainage Pattern**” has the meaning set forth in Section 5.3(a).

“**Fair Housing Laws**” means (a) the Fair Housing Act (42 USC §§ 3601 to -3619, inclusive), together with all acts, laws, procedures, regulations, rules, statutes, and other federal laws relating to familial status and housing, (b) the Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995), together with all laws, procedures, regulations, and rules relating thereto, and (c) C.R.S. §§ 24-34-501 to -510, inclusive) as together with all acts, laws, procedures, regulations, rules, statutes, and other laws of the State of Colorado and applicable municipalities relating to familial status and housing.

“**FHA**” means the Federal Housing Administration.

“**Final Plat**” means a Recorded final plat for a portion of The Retreat Neighborhood.

“**Finance District**” means the Banning Lewis Ranch Metropolitan District No. 5 or such other District as Declarant or the Operating District may designate by a Recorded Notice.

“**First Mortgage**” means a mortgage or deed of trust or other such instrument encumbering a Lot that (a) is given voluntarily by a Mortgagor to secure the performance of an obligation or the

payment of a debt and which is required to be released upon performance of the obligation or payment of the debt and (b) has priority over all other security interests in a Lot, other than statutory liens for taxes and special assessments. The term “**First Mortgage**” includes an executory land sales contract wherein the Administrator of the VA is the seller, whether such contract is owned by the VA or its assigns, and whether Recorded or not.

“**First Mortgagee**” means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the VA.

“**Governing Documents**” means the Final Plat, the Guidelines, the Master Declaration, the Regulations and Rules, the Site Plan, and this Supplemental Declaration.

“**Government Mortgage Agencies**” and “**HUD**” have the meanings set forth in the Master Declaration.

“**Guidelines**” has the meaning set forth in the Master Declaration.

“**Included Property**” has the meaning set forth in Section 3.2(a).

“**Includible Area**” means the real property described in Attachment 2 plus any real property that Declarant adds to the Includible Area in the manner set forth in Section 3.6.

“**Including Party**” means Declarant and any other Person designated in a Recorded instrument as a Builder or Successor Declarant that owns real property located in the Includible Area and has the right to add Included Property into The Retreat Neighborhood as provided in Section 3.2.

“**Inclusion Document**” has the meaning set forth in Section 3.3(b).

“**Lease**” means an agreement, lease, occupancy agreement, sublease, or other arrangement of any kind pursuant to which a Person occupies or remains in possession of all or part of a Residence.

“**Lease Requirements**” has the meaning set forth in Section 4.4.

“**Lot**” means any lot or parcel of land (a) described on, and established by, a Final Plat in The Retreat Neighborhood and (b) upon which a Builder or Person may construct a Residence in accordance with Applicable Law.

“**Master Declaration**” means the Master Declaration of Covenants, Conditions, and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103 in the real property records of El Paso County, Colorado.

“**Mediation,**” “**Mediation Period,**” “**Mediation Request,**” and “**Mediator**” have the meanings set forth in Section 7.3(a).

“**Mortgage**” means any Recorded deed of trust, mortgage, or other security instrument given voluntarily by an Owner of a Lot that encumbers a Lot to secure the performance of an obligation or the payment of a debt.

“**Mortgagor**” means the maker or grantor of a deed of trust or mortgage.

“**Neighborhood**” has the meaning set forth in Section 1.33 of the Master Declaration.

“**Notice**” has the meaning set forth in Section 9.5.

“**Notice of Inclusion**” means a Notice Recorded for the addition of the Included Property described in such Recorded Notice into The Retreat Neighborhood, as more particularly set forth in Section 3.3(a).

“**Notice of Withdrawal**” has the meaning set forth in Section 3.5.

“**Occupant**” means a Person (including Owners) occupying or residing in a Residence.

“**Operating District**” has the meaning set forth in Section 1.36 of the Master Declaration.

“**Original Supplemental Declaration**” has the meaning set forth in the “Introduction.”

“**Owner**” means a Person or Persons, including Declarant, who hold fee simple title of Record to a Lot located in The Retreat Neighborhood, including sellers under executory contracts of sale, but excluding buyers thereunder.

“**Owner Party**” means an (a) an Owner, (b) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Owner, (c) an Occupant residing in the Residence of an Owner, (d) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Occupant, or (e) a Utility Provider (including an employee or representative of a Utility Provider) present in The Retreat Neighborhood at the invitation or request of an Owner.

“**Paired Lot Neighborhood**” has the meaning set forth in Section 3.4.

“**Paired Lots**” means Lots designated in a Final Plat or Supplemental Declaration that are benefited and burdened by an easement in which one of the Paired Lots has the limited right to use a designated portion of the other Paired Lot for open space and similar uses.

“**Permitted Person**” means a natural Person who is nineteen (19) years of age or older who is residing with a Qualifying Resident. **No natural Person who is under the age of nineteen (19) years can reside within The Retreat Neighborhood.** Notwithstanding the foregoing or anything else to the contrary contained herein, in the case of the Qualifying Resident’s death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident, a natural Person shall be a Permitted Person if he or she is nineteen (19) years of age or older and meets the following criteria:

- (a) he or she was residing with the Qualifying Resident before the Qualifying

Resident's death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident; and

(b) occupancy by such natural Person shall not cause The Retreat Neighborhood to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under the Fair Housing Laws (including the requirements of CRS § 24-34-502 and regulations, as determined by the Operating District).

“**Person**” means a natural person or a corporation, a limited liability company, a partnership, trust, or other form or type of entity.

“**Private Streets**” means a drive, right-of-way, road, or street designated on a Final Plat as a private street that the Operating District will own and maintain.

“**Public Facilities**” has the meaning set forth in Section 1.40 of the Master Declaration and includes the Community Gates, the Private Streets, and other public facilities in The Retreat Neighborhood that are (a) constructed, operated, or owned by the City, a District, or other public entity, (b) intended to be used by members of the general public and Occupants and Owners in The Retreat Neighborhood, and (c) located on Public Rights-of-Way or Tracts owned by the City, a District, or other public entity.

“**Public Facilities Risks**” has the meaning set forth in Section 1.41 of the Master Declaration and includes and means all risks attendant to, or associated with, common areas and public facilities similar to the Public Facilities including Claims for, or risks of, injury to person or property or both arising out of, or resulting from, (a) the maintenance, operation, repair, replacement, and use of the Community Gates and the activities associated therewith (including inconvenience in accessing or entering The Retreat Neighborhood resulting from delays, denial of access, mechanical problems with, or other delays or problems associated with the Community Gates), (b) the maintenance, operation, repair, replacement, striping and restriping, and use of the Private Streets and the activities associated therewith (including inconvenience in accessing or entering The Retreat Neighborhood resulting from such activities or weather-related problems in snow removal), and (c) trespass, acts, or omissions of Authorized Vehicles, Occupants, Owners, Permittees, and other Persons employed in connection with, using, or otherwise present on or about the Community Gates, the Private Streets, and other Public Facilities, and (d) the fact that the Public Facilities may constitute, or be considered, an “attractive nuisance.”

“**Public Rights-of-Way**” means (a) Dublin Boulevard, a publicly dedicated boulevard and right-of-way, (b) Vista del Tierra Drive, a publicly dedicated drive and right-of-way, and (c) any other public boulevard, drive, right-of-way road, or street dedicated to, and accepted by, the City.

“**Qualifying Resident**” means a natural Person who is (a) fifty-five (55) years of age or older who is living in and occupying a Residence or (b) the first Owner of a Lot (other than Declarant) who acquires such Lot from Declarant in accordance with the exemption provided in Section 4.6.

“**Record,**” “**Recordation,**” “**Recorded,**” or “**Recording**” means the filing for record of any document in the office of the Clerk and Recorder of the County of El Paso, Colorado.

“**Regulations and Rules**” means the regulations and rules promulgated from time to time by the Operating District pursuant to the Master Declaration for Banning Lewis Ranch in general and pursuant to this Supplemental Declaration for The Retreat Neighborhood.

“**Residence**” means a single-family residence and related Improvements constructed on a Lot in The Retreat Neighborhood.

“**Residential Cluster**” means clusters or groups of Residences (a) as defined, depicted, designated, or shown on a Final Plat or Supplemental Declaration and (b) that share an Auto Court.

“**Respondent**” has the meaning set forth in Section 7.3(b).

“**Site Plan**” means the plan of The Retreat Neighborhood set forth in Attachment 3 to this Supplemental Declaration.

“**Successor Declarant**” means any Person who (a) owns one or more Lots and (b) Declarant specifically designates as a Successor Declarant in a Recorded instrument as a Successor Declarant as set forth in Section 6.2.

“**Supplemental Declaration**” has the meaning set forth in Section 1.50 of the Master Declaration and includes a Supplemental Declaration that establishes additional Neighborhoods as set forth in Section 3.4.

“**Term**” has the meaning set forth in Section 8.1.

“**The Retreat Neighborhood**” means real property described in Attachment 1 attached to this Supplemental Declaration *plus* any property described in a Notice of Inclusion and added to The Retreat Neighborhood in the manner set forth in Section 3.3 *less* any property described in a Notice of Withdrawal and withdrawn from The Retreat Neighborhood in the manner set forth in Section 3.5.

“**Tract**” has the meaning set forth in Section 1.54 of the Master Declaration and includes the Community Gates and the Private Streets.

“**Utilities**” has the meaning set forth in Section 1.60 of the Master Declaration.

“**Utility Equipment**” means all equipment of every kind, nature, or type convenient or necessary for making available or providing Utilities to the Common Area, Lots, Residences, and The Retreat Neighborhood and including all equipment, junction boxes (including utility lines from junction boxes to a Residence), lines, manholes, meter pits (including utility lines from meter pits to a Residence), poles, pipelines and sleeves, and similar equipment.

“**Utilities Provider**” means Colorado Springs Utilities or any other provider of Utilities to The Retreat Neighborhood, as the context may require.

“VA” means the Department of Veterans Affairs.

“Vehicle Credentials” has the meaning set forth in Section 5.4(b).

“Withdrawn Property” has the meaning set forth in Section 3.5.

ARTICLE 3

Property Subject to Supplemental Declaration

3.1 Property Hereby Made Subject. The real property described in Attachment 1 is the initial real property located in, and that constitutes, The Retreat Neighborhood. By the Recording of this Supplemental Declaration, Declarant makes the real property described in Attachment 1 subject to the age restrictions, conditions, covenants, equitable servitudes, limitations, reservations, and other restrictions set forth in this Supplemental Declaration and establishes such real property as The Retreat Neighborhood.

3.2 Right to Add Included Property to The Retreat Neighborhood.

(a) Addition of Included Property by Declarant and Including Parties. Declarant shall have (and hereby reserves) the right, but not the obligation, to develop The Retreat Neighborhood in phases during the Declarant Rights Period. As a part of such phased development and during the Declarant Rights Period, Declarant hereby reserves in favor of itself and all Including Parties the right to include into The Retreat Neighborhood additional real property (“Included Property”) that, at the time of such inclusion, is located within the Includible Area. If a Builder or Person other than Declarant is the Including Party, then such Builder or Person, as the case may be, must own Included Property at the time of such inclusion and during the Declarant Rights Period and must obtain the prior Approval of the Included Property into The Retreat Neighborhood.

(b) Phased Development. Before the addition of Included Property as a part of a phased development, Declarant or other Including Party, as the case may be, must file a development plan, if applicable, with the City and any Government Mortgage Agency requiring such filing and obtain Approval of such development plan. Thereafter, Residences built on Included Property shall be (a) substantially the same style, quality, size, and cost as Residences previously constructed in the same portion of the Community Area or (b) of such other cost, quality, size, and style as Approved in writing by Declarant and the Operating District.

(c) Consent of Owners. By acceptance of title to property in The Retreat Neighborhood, each Owner acknowledges and agrees that Declarant and Including Parties shall have the right to add Included Property into The Retreat Neighborhood and to Record such Inclusion Documents as Declarant may determine without the prior Approval of such Owners who, by acceptance of title to such property, hereby designate Declarant as their attorney-in-fact with full and irrevocable power, to accomplish the inclusion of such land into The Retreat Neighborhood and to record such Inclusion Documents as Declarant may determine.

3.3 Manner of Inclusion; Designation of Neighborhood.

(a) Inclusion of Included Property. Subject to compliance with Section 3.3(b) below and during the Declarant Rights Period, Declarant and other Including Parties may add Included Property from the Includible Area into The Retreat Neighborhood by executing and Recording (i) a Notice (a “**Notice of Inclusion**”) that adds Included Property, (ii) a deed conveying a Lot to an Owner other than Declarant, or (iii) an additional Supplemental Declaration as provided Section 6.1(h) below.

(b) Requirements for Inclusion Documents. A Notice of Inclusion, deed, or Supplemental Declaration (each, an “**Inclusion Document**”) that adds Included Property into The Retreat Neighborhood must satisfy the following requirements: (i) the Inclusion Document must contain a legally adequate and sufficient description of the Included Property, (ii) if Declarant is not the Including Party, then, during the Declarant Rights Period, Declarant must execute and acknowledge the Inclusion Document, (iii) the Inclusion Document must refer to the Master Declaration and this Supplemental Declaration by the date of Recording, book and page, reception number, or other Recording information, (iv) if the Included Property is an Auto Court Neighborhood, a Paired Lot Neighborhood, or other type of Neighborhood, the Inclusion Document must set forth the matters set forth in Section 3.4 below, and (v) the Inclusion Document must subject the Included Property to the Age Restrictions and the other conditions, covenants, equitable servitudes, provisions, other restrictions, and terms of this Supplemental Declaration. The addition of Included Property into The Retreat Neighborhood shall be effective upon the Recording of an Inclusion Document satisfying the requirements of Section 3.2 and this Section 3.3 provided that Declarant shall have the right to Record an Inclusion Document with respect to, and add, Included Property to The Retreat Neighborhood without the Approval of any other Owner or Person.

3.4 Designations of Auto Court and Paired Lot Neighborhoods. During the Declarant Rights Period, Declarant reserves the right to, and may, designate additional Neighborhoods within The Retreat Neighborhood by the Recording of a Supplemental Declaration or other Inclusion Document in which Declarant (a) establishes a Neighborhood (an “**Auto Court Neighborhood**”) that (i) contains Residential Clusters as created by a Final Plat and that shares Auto Courts subject to additional easements, (ii) is subject to burdens, covenants, easements, limitations, and restrictions unique to such Auto Court Neighborhood, and (iii) may receive benefits, services, and use of Public Facilities intended solely for the benefit of such Auto Court Neighborhood, (b) establishes a Neighborhood (a “**Paired Lot Neighborhood**”) that (i) contains Paired Lots as depicted on such Supplemental Declaration or Inclusion Document, (ii) is subject to burdens, covenants, easements, limitations, and restrictions unique to such Paired Lot Neighborhood, and (iii) may receive benefits, services, and use of Public Facilities intended solely for the benefit of such Paired Lot Neighborhood and (c) establishes such additional Neighborhoods as Declarant deems advisable to take into account the unique and particular aspects of Lots located in The Retreat Neighborhood that may (i) be subject to burdens, covenants, easements, limitations, and restrictions unique to such Neighborhood and (ii) receive benefits, services, and use of Public Facilities intended solely for the benefit of such Neighborhood. Each Supplemental Declaration shall designate Lots and easement areas, shall create and grant, and set forth the conditions and terms of, use and other easements (including a description of Auto Courts, Paired Lots, Residential Clusters, benefited and burdened areas of the Lots, and the conditions and terms of easements) and

shall authorize the Operating District to impose additional fees for expenses incurred, and services provided, that are unique to such Neighborhoods.

3.5 Withdrawal of Included Property. An Including Party may withdraw Included Property that it owns from The Retreat Neighborhood and from this Supplemental Declaration by the execution, acknowledgment, and Recordation of a notice (a “**Notice of Withdrawal**”) of such withdrawal. The Notice of Withdrawal shall (a) be executed and acknowledged by the Owner of the Included Property being withdrawn (the “**Withdrawn Property**”), (b) be executed and acknowledged by Declarant during the Declarant Rights Period if the Withdrawn Property is not then owned by Declarant, (c) contain a legally adequate and sufficient description of the Withdrawn Property, (d) contain a reference to the Notice of Inclusion or Supplemental Declaration that added the Included Property to The Retreat Neighborhood by the date of Recording, book and page, reception number, or other Recording information, and (e) contain a statement and declaration that Withdrawn Property is no longer subject to this Supplemental Declaration and the Notice of Inclusion, or Supplemental Declaration that originally included the Withdrawn Property into The Retreat Neighborhood. The withdrawal of the Withdrawn Property shall be effective upon the Recording of the Notice of Withdrawal, and an Including Party shall have the right to Record a Notice of Withdrawal with respect to, and to withdraw, the Withdrawn Property without the Approval of any other Owner or Person.

3.6 Expansion or Contraction of Includible Area. During the Declarant Rights Period, Declarant may expand or contract the Includible Area by Recording a Notice that (a) contains a legally adequate and sufficient description of the real property being added to, or withdrawn from, the Includible Area, (b) Declarant and all other owners of such real property have executed and acknowledged, (c) refers to the Master Declaration and this Supplemental Declaration by the date of Recording, book and page, reception number, or other Recording information, and (d) states that the real property described in such Notice is being added to, or withdrawn from, the Includible Area.

ARTICLE 4

The Retreat Neighborhood for Persons Age Fifty-Five Years and Older

4.1 The Retreat Neighborhood. Subject to this Supplemental Declaration, Declarant hereby declares that The Retreat Neighborhood will be developed, leased, marketed, occupied, sold, and used subject to the Age Restrictions as The Retreat Neighborhood for senior Persons who are natural Persons aged fifty-five (55) years and older. Declarant intends that The Retreat Neighborhood will be exempt from the familial status limitations contained in the Fair Housing Laws because it is The Retreat Neighborhood intended for, and limited to, occupancy and ownership by senior Persons aged fifty-five (55) years and older as set forth in this Supplemental Declaration.

4.2 Age Restriction.

(a) Age Restriction. Except as provided in this Supplemental Declaration and in the Fair Housing Laws, occupancy in The Retreat Neighborhood is subject to the following age restriction (the “**Age Restriction**”): (i) at least one Qualifying Resident shall occupy a Residence in The Retreat Neighborhood, (ii) a Permitted Person may occupy a Residence with a Qualifying

Resident, and (iii) except as provided in Section 4.2(b) below, a natural Person less than nineteen (19) years of age shall not occupy a Residence in The Retreat Neighborhood.

(b) Permitted Persons. Notwithstanding Section 4.2(a) above, the following natural Persons may occupy a Residence in The Retreat Neighborhood in the absence of a Qualifying Resident under the following circumstances:

(i) Absence of Qualifying Resident. If a Qualifying Resident dies, is hospitalized, is absent from a Residence for a prolonged period, or is divorced or legally separated from a Permitted Person, then a Permitted Person may occupy a Residence notwithstanding the fact that a Qualifying Resident is not occupying such Residence if (i) such natural Person was residing with the Qualifying Resident before the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, or legal separation from, the Qualifying Resident and (ii) occupancy by such natural Person shall not cause The Retreat Neighborhood to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under Fair Housing Laws.

(ii) Health Care Providers. A natural Person who is at least nineteen (19) years of age shall be a Permitted Person if (A) such natural Person was hired to provide live-in, long-term, or terminal healthcare to a Qualifying Resident, or a family member of a Qualifying Resident, (B) if the occupancy of such natural Person is necessary to provide a reasonable accommodation to a disabled Qualifying Resident or a disabled Permitted Person in accordance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, (C) such natural Person provides information to the Operating District regarding such occupancy, (D) a Qualifying Resident is occupying such Residence during the occupancy by such natural Person, and (E) occupancy by such natural Person shall not cause The Retreat Neighborhood to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under Fair Housing Laws.

(c) Guests and Visitors. A Qualifying Resident or a Permitted Person may invite a natural Person, regardless of age, to stay in, or visit, a Residence as a guest or visitor if (i) each such guest or visitor does not stay in, or visit, a Residence for a period exceeding six (6) consecutive weeks or a total of ninety (90) days in any twelve-month period and (ii) the stay or visit of such natural Person does not cause The Retreat Neighborhood to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under the Fair Housing Laws. At the request of the Operating District, Owners shall provide such information as may be reasonably necessary for the Operating District to confirm that the stay or visit of a guest or visitor complies with the Age Restrictions.

4.3 Compliance with Age Restrictions.

(a) Acceptance of Age Restrictions. By accepting title to a Lot or occupying a Residence, each Owner and Occupant agrees to comply with (i) the Age Restriction and the other conditions, covenants, limitations, and restrictions set forth in this Article 4 and this Supplemental Declaration (collectively, the “**Age Restrictions**”), (ii) the delegation of authority to the Operating District to enforce the Age Restrictions as set forth in this Article 4, and (iii) the policies, procedures, and Regulations and Rules that the Operating District adopts, Approves, establishes,

and promulgates from time to time regarding the enforcement, implementation, and enforcement of the Age Restrictions. The Age Restrictions apply to all Occupants and Owners of Residences (including the family members, roommates, subtenants, or tenants of an Occupant or an Owner and regardless to the classification of such Persons or the nature of their occupancy) and to all assignments, conveyances, Leases, or transfers of an interest in all or part of a Lot or Residence.

(b) Compliance Responsibility of Owners. Each Owner shall be personally responsible for the compliance with the Age Restrictions by each Owner Party occupying a Residence. In that regard, it is the affirmative duty and obligation of each Owner to (i) comply with the Age Restrictions, (ii) comply with the Lease Requirements, (iii) give Notice of Leases, sales, and transfers of Residences, (iv) provide information to the Operating District as set forth in Sections 4.3(c), 4.3(d), 4.4, and 4.5 below, and (v) take all steps necessary to ensure that the only Occupants of a Residence are Qualifying Residents and Permitted Persons.

(c) Duty of Owners to Ascertain Age and Give Notice. Before conveying, leasing, renting, selling, transferring, or otherwise permitting a Person to occupy a Residence, each Owner shall (i) ascertain and require that, after such change in occupancy or ownership, at least one Occupant will be a Qualifying Resident and (ii) give at least ten (10) business days prior Notice to the Operating District of the proposed change in occupancy or ownership and information regarding the proposed Occupants of such Residence. The Notice shall be in the form determined by the Operating District from time to time, and the Owner, the proposed transferee, and the proposed tenant of the Residence shall execute and deliver the Notice.

(d) Duty of Owners to Provide Information. Within thirty (30) days of a request of the Operating District or any representative thereof, each Owner will furnish information to the Operating District regarding the age of the Occupants of the Residence. If a tenant is occupying the Residence, then the Owner of such Residence shall obtain, and provide to the Operating District, such information from the tenant and furnish such information to the Operating District in compliance with the preceding sentence. The Operating District may establish and enforce penalties, including the levying and collecting of fines, for the failure of any Owner or tenant to comply with a request to provide documentation establishing the age of the Occupants of the Residence.

4.4 Lease Requirements. If an Owner leases, subleases, or permits a Person to occupy a Residence or if a Person occupies or possesses all or part of a Residence, then such Owner or Occupant shall comply with the following requirements (the “**Lease Requirements**”):

(a) Leases. All Leases shall (i) be in writing, (ii) be for a term of at least six (6) months, (iii) require each Person occupying all or part of such Residence to acknowledge, and comply with, the Age Restrictions and provide such information as the Operating District may request or require from time to time about the identity and ages of Occupants of a Residence, and (iv) provide that failure to comply with the Age Restrictions shall be a default under such Lease and entitle the Owner to terminate the Lease and occupancy of such Residence in the manner provided by Applicable Law. Each Owner shall take such steps as may be necessary to ensure compliance by Occupants with those provisions of the Lease that limit occupancy to Qualifying Residents and Permitted Persons and require compliance with the Age restrictions.

(b) Occupancy. An Occupant of all or part of a Residence (i) shall, except for an Owner, do so pursuant to a written Lease satisfying the requirements set forth in Section 4.4(a) above and (ii) comply with the Age Restrictions.

(c) Short-Term Leases. As it deems appropriate or desirable in its sole discretion, the Operating District shall have the right, but not the obligation, to impose (i) such limitations, Regulations and Rules, and other restrictions regarding and regulating the rental, subleasing, and use of Residences Area for bed-and-breakfast, hotel, transient, or vacation-type rentals whether offered by Airbnb, HomeAway, VRBO, and similar online rental sites for short-term, temporary, or transient occupancy and use and (ii) such fines and penalties as the Operating District deems appropriate for violations of such limitations, Regulations and Rules, and other restrictions.

4.5 Delegation of Authority to Operating District. Declarant, for itself, its assigns, and its successors (including all Occupants and Owners) hereby assigns and delegates to the Operating District the authority and power to enforce the Age Restrictions and the provisions of this Article 4 as follows:

(a) Adoption of Policies and Procedures. Subject to Applicable Law, the Operating District shall adopt, establish, implement, maintain, and promulgate appropriate policies, procedures, and Regulations and Rules regarding compliance with the Age Restrictions to the extent that the Operating District, in its discretion, deems appropriate, desirable, or necessary.

(b) Monitoring Compliance. The Operating District shall assist Owners in the monitoring of compliance with the Age Restrictions by maintaining records of the age of Occupants of each Residence and periodically updating such records, as more fully provided in Section 4.5(c)(iii) below. Notwithstanding the assistance that the Operating District will provide to Owners, the Owners (i) shall retain the ultimate obligation to, responsibility for, compliance of The Retreat Neighborhood with the Age Restrictions and the Fair Housing Laws, (ii) release the Operating District from, and waive any, cause of action, claim, damage, liability, loss, or penalty resulting from the failure of the Owners to comply with the Age Restrictions, and (iii) shall defend and indemnify the Operating District from and against any such cause of action, claim, damage, liability, loss, or penalty resulting from the failure of the Owners to comply with the Age Restrictions.

(c) Information Regarding Age of Occupants. The Operating District shall, at least once every two (2) years, determine the occupancy of each Residence, including identifying whether at least one Occupant is a Qualifying Resident, as follows:

(i) Adherence to Fair Housing Laws. The Operating District shall establish, publish, and adhere to policies and procedures (including obtaining affidavits and reliable surveys for verification of occupancy) that demonstrate or evidence the intent to provide housing for older persons as established by the Fair Housing Laws.

(ii) Evidence of Compliance. The Operating District shall accept any one of the following documents so long as the same contains specific information about the current

age or date of birth of the Occupants: (i) driver's license, (ii) birth certificate, (iii) passport, (iv) immigration card, (v) military identification, (vi) other state, local, national, or international official documents containing a birth date of comparable reliability, (vii) certification in a Lease, application, affidavit, or other document signed by an adult member of the household (which may be a tenant) asserting the at least one Person in a Residence is a Qualifying Resident, or (viii) other documentation mandated by, or acceptable under, the Fair Housing Laws.

(iii) Summaries. The Operating District shall make available a summary of occupancy surveys for inspection during normal weekday business hours or other reasonable times upon reasonable Notice and request by any Person.

4.6 Exemption and Release for Declarant and Builder. Except as provided in the following sentence, Declarant is exempt from the requirement that sale, conveyance, or lease of a Lot must result in at least one Occupant of such Residence being at least fifty-five (55) years of age or older and from all other restrictions of this Article 4, so long as the exercise of this exemption does not cause The Retreat Neighborhood to fail to qualify for the exemption for housing for older persons under the Fair Housing Laws. By accepting title to a Residence, each Owner, for itself and its assigns and successors, (a) releases Declarant and the Declarant Parties from all Claims arising under, based upon, relating to, or that an Owner may otherwise assert or claim based upon the sale of Residences to Owners or regarding the Age Restrictions, the compliance of The Retreat Neighborhood, or the compliance by Occupants or Owners with the Age Restrictions and the Fair Housing Laws and (b) waives any Claims based such matters.

ARTICLE 5

Additional Easements

5.1 Additional Easements; Benefited Parties.

(a) Subject to Section 1.2 above and in addition to the Easements and any other easements granted or reserved elsewhere in this Declaration or in the Master Declaration, Declarant hereby declares, establishes, and imposes upon The Retreat Neighborhood the (a) additional covenants, easements, limitations, and restrictions (collectively, the “**Additional Easements**”) more particularly specified in this Article 5, (b) the Public Facilities Risks set forth in Section 5.1(b), and (c) limitations on the Additional Easements and other matters to which the Community Area is, or may be, subject as set forth in Section 5.1(c). Unless otherwise specified in this Article 5, the Additional Easements are for the use and benefit of Authorized Users, Builders, Builder Parties, Declarant, Declarant Parties, Districts, District Parties, Government Agencies, Owners and Owner Parties, and Utility Providers.

(b) Public Facilities Risks. Declarant hereby discloses that portions of The Retreat Neighborhood and the Includible Area adjoin, are adjacent to, border, or are otherwise near the Public Facilities and are subject to the Public Facilities Risks. Each Owner, by acceptance of a deed conveying title to a Lot, and each Owner Party, by occupying a Residence in The Retreat Neighborhood, (i) assumes, and agrees to accept, the Public Facilities Risks, (ii) acknowledges that portions of the Community Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Public Facilities and are subject to the Public Facilities Risks, (iii) discharges and releases Declarant, the Declarant Parties, the Districts, and the District Parties from,

and waives, all Claims arising from, based upon, relating to, or resulting from the Public Facilities Risks, and (iv) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against Declarant, the Declarant Parties, the Districts, and the District Parties for a Claim arising from, based upon, relating to, or resulting from the Public Facilities Risks.

(c) Additional Easements. Notwithstanding anything to the contrary contained herein, the Additional Easements declared, established, granted, and reserved in this Article 5 (i) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of The Retreat Neighborhood (including those created by the Master Declaration), (ii) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (iii) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Parcel which is otherwise permitted by the terms of this Declaration or which is otherwise Approved by the Operating District. In addition to all easements and rights-of-way of Record at or before Recordation of this Declaration, The Retreat Neighborhood, and all portions thereof, are subject to the easements shown on Final Plats and created by the Master Declaration.

5.2 Access Easements. In addition to the Easements for access granted and reserved over each Lot in Section 13.2 of the Master Declaration, Declarant establishes the following Additional Easements for access:

(a) Private Streets Access. Declarant hereby declares, establishes, grants, and reserves the following access easements for access, egress, and ingress across and over the Private Streets (A) *from* the Common Areas and each Residence in The Retreat Neighborhood *to* the Public Rights-of-Way that abut or adjoin The Retreat Neighborhood and (B) *from* Public Rights-of-Way that abut or adjoin The Retreat Neighborhood *to* each Residence and Common Areas in The Retreat Neighborhood.

(b) Limitations on Private Street Access. The establishment, grant, and reservation of the Additional Easements pursuant to this Section 5.2, and the right of use of the Private Street Easement, are subject to the right of the Operating District to (A) establish, install, maintain, and operate the Community Gates and limit use of the Community Gates to Permitted Community Gate Users as set forth in Section 5.4 below, (B) establish and impose the Community Gate Regulations and Rules (as set forth in Section 5.4(c) below) and such other Regulations and Rules as the Operating District, in its discretion and judgment, are desirable or necessary to (1) maintain, operate, repair, and replace the Private Streets, the Community Gates, and related road and street improvements and (2) preserve, promote, and protect the safe operation and use of the Private Streets, (C) establish the location of the Community Gates and the places and points (“**Access Points**”) from which Persons can access the Public Rights-of-Way from The Retreat Neighborhood and limit access from, and to, Public Rights-of-Way to such Access Points, (D) install crosswalks, safety devices, signs, and similar devices subject to, and as permitted or required by, Applicable Law and Government Agencies, and (E) maintain, repair, replace, stripe and restripe the Private Streets (including, if necessary, closure of Private Streets from time to time as desirable or necessary to perform such maintenance, repair, and replacement).

5.3 Drainage Easements. In addition to the Easements for storm water drainage plans granted and reserved over each Lot in Section 13.3 of the Master Declaration, Declarant hereby declares, establishes, grants, and reserves the following Additional Easements for the drainage of water for the benefit and use of Builders, Builder Parties, Declarant, Declarant Parties, Districts, District Parties, Government Agencies, and Owners:

(a) Established Drainage Pattern. Declarant hereby declares, establishes, grants, and reserves the following Additional Easements: (A) Additional Easements for drainage across, from, and over the Lots for the drainage of water in accordance with the drainage patterns established by the Governing Documents (the “**Established Drainage Patterns**”) and (B) Additional Easements on each Lot for drainage and drainage facilities from the nearest Lot line to the exterior wall of the Residence nearest to such Lot line. Declarant reserves to itself and to the District and the District Parties the right to enter in, and upon, each Additional Easement set forth on the Final Plat to construct, repair, replace, or change drainage structures or drainage ways, or to perform such grading, drainage, or corrective work as Declarant or the District and the District Parties may deem necessary or desirable, in their sole discretion and from time to time, to maintain drainage in accordance with the Established Drainage Patterns.

(b) Limitations. Each Lot is subject to the additional limitation and restriction that, without the prior Approval of the Operating District, an Owner shall not modify, and shall not permit the modification by an Occupant of, the Established Drainage Pattern by the alteration of, change in, hindrance of, interference with, or modification of (i) the course or direction of the flow of water between a Lot and one or more other Lots or between a Lot and Common Area or (ii) the intensity rate at which water is discharged, or the point at which water is discharged, between a Lot and one or more other Lots or between a Lot and Common Area.

(c) Modification of Established Drainage Pattern. If an Owner or an Owner Party alters, changes, or modifies the Established Drainage Pattern whether with or without the Approval of the Operating District, then (i) the Owner making such alteration, change, or modification shall be responsible for all Claims resulting from such alteration of, change to, or modification of the Established Drainage Pattern, (ii) the Operating District shall have no liability or obligations with respect to such alteration, change, or modification or its Approval thereof, and (iii) all Owners affected by such alteration, change, or modification shall release the Operating District from, and waive, all Claims that such Owners might have arising from, based upon, or related to such alteration, change, or modification

5.4 Community Gates.

(a) Authority to Install and Maintain Community Gates. During the Declarant Rights Period, in accordance with Applicable Law, and subject to the prior Approval of the Operating District, Declarant shall have the right to construct, install, locate, relocate, and replace Community Gates at such places on the Private Streets as Declarant, in its discretion and judgment, deems advisable or appropriate. Following the expiration of the Declarant Rights Period and in accordance with Applicable Law, the Operating District shall have the right to (i) construct, install, locate, relocate, and replace Community Gates at such places on the Private Streets as the Operating District, in its discretion and judgment, deems advisable or appropriate, and (ii) alter, improve, locate, modify, remove, or replace Community Gates as the Operating District, in its

discretion and judgment. Following the expiration of the Declarant Rights Period, Declarant shall have no right to construct, install, locate, or relocate Community Gates in The Retreat Neighborhood.

(b) Authorized Users, Community Gates, and Vehicle Credentials. During the Declarant Rights Period, in accordance with Applicable Law, and subject to the prior Approval of the Operating District, Declarant shall have the right to determine the kind, nature, and type of (i) Community gates, such as slide gates, swing gates, vertical tilt gates, or other form of gates (“**Community Gates**”), (ii) the controls to allow access to the Community Gates, such as automated gated card readers, decals, key fobs, keypad entry systems, radio controls, tags attached to vehicles, telephone entry, or other forms of credentials (“**Vehicle Credentials**”), (iii) manning or staffing Community Gates, including hours of providing security service, qualification of security personnel, security services, structures for use of security personnel, and similar matters, and (iv) a system of authorizing Persons and Vehicles (“**Authorized Users**”) that may use the Community Gates to access the Community Gates. Following the expiration of the Declarant Rights Period, Declarant shall have no right to make any determinations regarding Authorized Vehicles, the Community Gates, or the Vehicle Credentials.

(c) Community Gate Regulations and Rules.

(i) Community Gate Regulations and Rules. The Operating District shall have the right to, and shall, (A) establish and implement such Regulations and Rules (“**Community Gate Regulations and Rules**”) regarding Authorized Users, Community Gates, and Vehicle Credentials, as the Operating District, in its discretion and judgement, deems advisable or appropriate, (B) impose fees, fines, or penalties for Authorized Users who do not comply with the Community Gate Regulations and Rules (including the right to deny Authorized Users the right to use the Community Gates until such Authorized Users agree to comply with the Community Gate Regulations and Rules and pay any fees, fines, or penalties assessed by the Operating District), and (C) take such other steps as may be necessary to enforce the Regulations and Rules and ensure compliance by Authorized Users with the Regulations and Rules.

(ii) Charges, Fees, Fines, and Penalties. As a part of the Community Gate Regulations and Rules, the Operating District shall establish from time to time a schedule of (A) charges for the issuance of Vehicle Credentials, (B) fees for Occupants and Owners to register as Authorized Users and to defray all or part of the cost of maintaining, operating, repairing, replacing, and staffing the Community Gates, and (C) fines and penalties for Authorized Users who do not comply with the Community Gate Regulations and Rules.

(iii) Limitation on Access. As part of the Community Gate Regulations and Rules, the Operating District shall establish procedures to identify and grant access to Owner Parties (A) attending or otherwise participating in a community, marketing, or sales event being held by Declarant or a Builder in The Retreat Neighborhood, (B) making deliveries or providing services to a Residence, (C) visiting a Residence for the purpose of leasing, purchasing, or renting a Residence, or (D) visiting an Occupant or an Owner as a guest or visitor. As a part of such procedures, the Operating District shall have the right to request Occupants or Owners to identify Owner Parties to security personnel before entering The Retreat Neighborhood, require Persons not on a list of guests or visitors of an Occupant or Owner until such Occupant or Owner is

contacted and permission received, and deny entry to a Person who is not an Authorized User or is not properly identified as an Owner Party identified by an Occupant or Owner.

(iv) Limitations on Denial of Use. Notwithstanding the foregoing, the Operating District shall not have the right to deny access to (A) a Government Agency or any agent, employee, or representative of a Government Agency (including Persons providing emergency, fire, police, medical or other services), (B) a Builder, Declarant, a Declarant Party, a District, or a District Party or any Person providing construction, development, marketing, or sales services on behalf, or at the request, of a Builder, Declarant, Declarant Party, or District Party, or (C) permanent access of an Occupant or Owner to a Residence, but shall have the right to temporarily limit and restrict the access of an Occupant, Owner, or Permittee of an Occupant or Owner to a Residence until such time as such Occupant, Owner, or Permittee (1) complies with the Community Gate Regulations and Rules and (2) pays all charges, fees, fines, or penalties assessed as a result of violation of the Community Gate Regulations and Rules. The Operating District shall not deny access to a Government Agency or any of its agents or representatives or to a provider of emergency or medical services.

(d) Compliance with Community Gate Covenants. By accepting title to a Lot or by occupying a Residence, each Owner and Occupant acknowledges

(i) Acceptance of Community Gate Covenants. Each Owner and Occupant acknowledges (A) the Additional Easements set forth in Article 5, (B) the limitations on the rights of access to Access Points as set forth in Section 5.2(b) above, (C) the limitations imposed by Community Gates on access (including compliance with the Community Gate Regulations and Rules) and the limitations and restrictions that limit access to Authorized Users, require use of Vehicle Credentials, and the imposition of charges, fees, fines, and penalties (including temporary denial of access) for failure to comply with such limitations and restrictions, and (D) the delegation of authority to the Operating District to exercise the rights and perform the duties and functions set forth in this Article 5.

(ii) Compliance Responsibility of Owners. Each Owner and Occupant further agrees to (A) comply with the Community Gate Covenants and agrees to require all Permittees and other Person occupying or using a Residence (including the family members, roommates, subtenants, or tenants of an Occupant or an Owner and regardless to the classification of such Persons or the nature of their occupancy) to comply with the Community Gate Covenants and (B) be personally responsible for the compliance by such Owner and all Occupants of the Residence of an Owner to comply with the Community Gate Covenants.

5.5 Public Facilities Easement. Declarant hereby declares, establishes, grants, and reserves to itself, Declarant Parties, the Districts, and the District Parties, a nonexclusive Additional Easement over The Retreat Neighborhood for (a) performing every act necessary and proper for the operation and use of the Public Facilities and (b) the effect on a Lot of one or more of the risks disclosed as a Public Facilities Risks and including light, noise, odors, sound, and vibrations emanating from the operation and use of the Public Facilities for their intended uses and purposes.

ARTICLE 6
Reservations and Rights

6.1 Declarant's Reservation of Rights. During the Declarant Rights Period, Declarant shall have, retain, and reserve the rights set forth in this Section 6.1 with respect to Lots in The Retreat Neighborhood (the "**Declarant Rights**"). The rights reserved by Declarant are as follows:

(a) Assignment of Rights. Provided that any such assignment shall be in writing, shall be accepted by the assignee, and shall be effective only upon Recording, Declarant reserves the right to (i) assign and convey any of the easements, reservations, rights, and other benefits pursuant to this Supplemental Declaration to a successor Declarant or a Builder (as set forth in Section 6.2 below) and (ii) collaterally assign its rights as a declarant to a lender of Declarant.

(b) Completion of Development and Sale of Residences. Declarant reserves the right to (i) complete development of property within the boundaries of The Retreat Neighborhood or elect not to complete development of any part of The Retreat Neighborhood, (ii) construct or alter Improvements on any property owned by Declarant within The Retreat Neighborhood, (iii) excavate, cut, fill, or grade any property owned by Declarant within The Retreat Neighborhood, (iv) maintain construction offices, construction storage yards, construction staging areas, model Residences, parking areas, sales offices, and similar facilities on any property owned by Declarant on any portion of The Retreat Neighborhood, (v) post signs or do any other act or thing incidental to development, construction, marketing, offer, promotion, or sales of property within the boundaries of The Retreat Neighborhood, and (vi) store construction materials, equipment, supplies, tools, waste, or other items on property within The Retreat Neighborhood owned by Declarant.

(c) Deed Reservations. Declarant reserves (i) the benefit and use of reservations and rights as reserved and excepted from each deed or other instrument by which Declarant conveys any property within The Retreat Neighborhood and regardless of whether such reservation is specifically stated therein and (ii) the right to exercise the rights, reservations, and easements reserved and retained in such deeds and pursuant to this Supplemental Declaration with respect to all parts of The Retreat Neighborhood.

(d) Development Rights. Declarant reserves the right to exercise any development right (as defined in CCIOA) and to develop such number of Lots and other types of Lots as may be designated by Declarant pursuant to this Supplemental Declaration and as the City may approve within The Retreat Neighborhood.

(e) Easements. Declarant reserves the following with respect to the Additional Easements and Easements across, on, and over The Retreat Neighborhood :

(i) Right to Grant Additional Easements. Declarant reserves the right to grant or create temporary or permanent easements for access, drainage, utility services necessary for the convenient use and enjoyment of the Lots (including Utilities), and other purposes incident to development and sale of Lots and Residences in The Retreat Neighborhood located in, on, under, over, and across Lots owned by Declarant or a Builder.

(ii) Right to Use Additional Easements. In order to develop the Lots, construct Residences thereon, and market and sell Residences, Declarant reserves (A) the benefit and use of the Additional Easements and (B) the rights of Declarant specified in the Master Declaration (including those specified in Article 13 of the Master Declaration) with respect to The Retreat Neighborhood.

(f) Reasonable Use. Declarant reserves the right to the reasonable use of the Common Areas and the Lots owned by Declarant or a Builder in connection with the promotion and marketing of The Retreat Neighborhood. Without limiting the generality of the foregoing, Declarant and, with Declarant's Approval, a Builder, may (i) use the Common Areas (including the Private Streets) in connection with the development of The Retreat Neighborhood and the construction, marketing, promotion, and sale of Residences (including the right to make exceptions to the Community Gate Regulations and Rules to facilitate the development of The Retreat Neighborhood and the construction, marketing, promotion, and sale of Lots to Builders and Residences to Owners), (ii) erect and maintain on any part of the Common Areas or Lots owned by Declarant or a Builder such signs, temporary buildings, and other structures as Declarant or such Builder may reasonably deem necessary or proper in connection with the development of The Retreat Neighborhood and the construction, marketing, promotion, and sale of Lots to Builders and Residences to Owners, (iii) use vehicles and equipment on Lots owned by Declarant or a Builder for promotional purposes, (iv) permit prospective purchasers of property within the boundaries of The Retreat Neighborhood who are not Owners to use model Residences constructed on Lots owned by Declarant or a Builder, and (v) refer to The Retreat Neighborhood in connection with the development, promotion, and marketing of property within the boundaries of The Retreat Neighborhood.

(g) Modification of Age Restrictions. Declarant reserves the right to modify the Age Restrictions and this Supplemental Declaration to the extent that, in the discretion and judgment of Declarant, Declarant determines is desirable or necessary to (i) comply with Applicable Law and the Fair Housing Laws, (ii) maintain the exemption of The Retreat Neighborhood from the familial status limitations contained in the Fair Housing Laws as The Retreat Neighborhood intended for, and limited to, occupancy and ownership by senior Persons aged fifty-five (55) years and older as set forth in this Supplemental Declaration, or (iii) comply with the procedures, promulgations, regulations, requirements, and rules of Government Mortgage Agencies providing financing secured by First Mortgages Residences in The Retreat Neighborhood.

(h) Supplemental Declarations. Declarant reserves the right to (i) Record a Supplemental Declaration that subjects the real property described in such Supplemental Declaration to the conditions, covenants, easements, equitable servitudes, limitations, reservations, or restrictions set forth in this Supplemental Declaration as well as such additional conditions, covenants, easements, equitable servitudes, limitations, reservations, or restrictions that Declarant may determine and (ii) Approve any Supplemental Declaration that a Builder or other Person desires to Record with respect to all or part of the real property located in The Retreat Neighborhood or the Includible Area. To be effective as an Inclusion Document, a Supplemental Declaration shall contain the information set forth in Article 3 with respect to the addition of Included Property to The Retreat Neighborhood.

6.2 Successor Declarant. Declarant may designate as a “**Successor Declarant**” a Builder or any other Person that acquires some, or all, of the then-remaining interest of Declarant in The Retreat Neighborhood by Recordable instrument. Upon execution and delivery of such instrument by Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of Declarant under this Supplemental Declaration with respect to the property acquired by such Successor Declarant and all references to Declarant contained in this Supplemental Declaration shall refer to such Successor Declarant.

6.3 Advisory Board. The Operating District may (a) create an advisory board (the “**Advisory Board**”) composed of Owners of Residences to advise it with respect to The Retreat Neighborhood, (b) determine the manner of selecting, and the number of, members of such Advisory Board, (c) determine the scope of such Advisory Board’s authority, duties, and powers, and (d) establish procedures for the conduct of meetings for the Advisory Board.

ARTICLE 7

Alternative Dispute Resolution

7.1 Alternative Dispute Resolution. Declarant intends by this Article 7 to encourage the amicable resolution of all Claims without the emotional and financial costs of litigation. In furtherance of this intention and as provided in Section 7.2, the Persons (“**Bound Parties**”) bound by this Article 7 are (a) Builders, (b) Declarant, (c) the Districts, (d) Occupants, Owners, and Owner Parties, (e) any Person not otherwise subject to this Supplemental Declaration who agrees to submit to the alternative dispute resolution procedures set forth in this Article 7, and (f) any Person asserting a Claim by, through, or under any of such Persons.

7.2 Claims.

(a) Claim Resolution. Except as provided in this Section 7.2, Claims among or between Bound Parties arising under, based upon, in connection with, or otherwise regarding the Age Restrictions, this Supplemental Declaration, the District, the Governing Documents, the Improvements, the Regulations and Rules, and the Additional Easements shall be subject to this Article 7 and the Bound Parties shall resolve such Claims in the manner specified in Section 7.3.

(b) Exception to Claim Resolution. Notwithstanding anything to the contrary in this Declaration, unless all Bound Parties thereto otherwise agree, (i) a Claimant may assert a Claim or file a Claim Notice against only one Bound Party in a Claim, (ii) only one Claimant shall have the right to assert a Claim or file a Claim Notice against a Bound Party, (iii) other Bound Parties shall not have the right to join in, or seek recovery, in an Arbitration or other proceeding pending against a Bound Party unless all Bound Parties agree to their joinder, (iv) a Claimant cannot recover, or seek the recovery of, damages or relief on behalf of any Person other than such Claimant, and (v) a Claimant cannot claim, recover, or seek the recovery of, consequential, exemplary, or punitive damages.

(c) Exception for Claims by Districts. The Operating District shall have the right to enforce the Master Declaration and the Additional Easements without having to mediate or arbitrate such Claims pursuant to this Article 7. The Operating District shall have the right to enforce Age Restrictions, the Community Gate Regulations and Rules, and the Regulations and

Rules without having to mediate or arbitrate such Claims pursuant to this Article 7. Notwithstanding the foregoing, if the District exercises its remedies and rights as set forth in the Master Declaration and an Owner contests such action or asserts a counterclaim, then, at its option, the District shall have the right to stay such proceeding pending resolution of the Claims asserted by an Owner by Arbitration or mediation pursuant to Section 7.3.

(d) Exception for Claims by Mortgagees. Notwithstanding anything to the contrary contained in this Article 7, Mortgagees enforcing rights pursuant to a Mortgage shall (i) not be Bound Parties, (ii) not be bound by the alternative dispute resolution procedures set forth in this Article 7, and (iii) have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, as provided in such Mortgages and at such time, in such forums, and in such manner as permitted by Applicable Law (including the foreclosure of Mortgages and the appointment of a receiver).

7.3 Procedure. Subject to Section 7.3(a) below, each Bound Party covenants and agrees to submit Claims to binding Arbitration as specified in this Section 7.3. By acceptance of a deed for a Lot, each Owner agrees to abide by the terms of this Article 7, and by occupancy of a Residence, each Occupant, Owner, and Owner Party agrees to submit any Claims to the procedures specified in this Section 7.3. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures specified in this Article 7.

(a) Amicable Resolution by Mediation. Before submitting a Claim Notice demanding resolution of a Claim by Arbitration, the Bound Parties shall make every reasonable effort to meet, confer, and resolve a Claim within forty-five (45) days (the “**Mediation Period**”) after a Bound Party initiates efforts to resolve a Claim by giving Notice (a “**Mediation Request**”) requesting that the Bound Parties involved in such Claim mediate or otherwise meet to negotiate an amicable resolution (a “**Mediation**”). Following the making of a Mediation Request, the participants to the Mediation shall (i) agree in writing that (A) participation in a Mediation is not an admission of any fact or liability or waiver of any Claim or defense and (B) any statement made during the course of a Mediation shall not be admissible into evidence in any subsequent Arbitration or proceeding, (ii) identify a Person to conduct the Mediation (a “**Mediator**”), (iii) establish the procedures and rules that will govern such Mediation (including the manner in which the participants to the Mediation shall share its cost), and (iv) instruct the Mediator to reduce any successful resolution of a Claim to writing that the participants to the Mediation shall execute and thereafter perform. If the parties to the Mediation are unable to resolve a Claim amicably within the Mediation Period, then either participant in the Mediation may submit a Claim Notice, in which event the participants to the Mediation shall proceed as specified in Sections 7.3(b) and 7.3(c) below.

(b) Claim Notice. If the Bound Parties are unable to resolve a Claim by Mediation on or before the expiration of the Mediation Period, then the Bound Parties shall resolve such Claim through mandatory, binding Arbitration. Notwithstanding the foregoing, Bound Parties may not give a Claim Notice and initiate Arbitration unless one or both of the Bound Parties have made a Mediation Request and the Mediation Period has expired without resolution of the Claim. Following the making of a Mediation Request and the expiration of the Mediation Period without an amicable resolution of the Claim, either participant to the Mediation (a “**Claimant**”) may initiate Arbitration by giving a Notice of a Claim (the “**Claim Notice**”) to the other Bound

Parties (each, a “**Respondent**”) in which the Claimant demands binding Arbitration pursuant to the procedures specified in Section 7.3(c). The Claim Notice shall state plainly and concisely (i) the nature of the Claim, including all Persons involved and the role of the Respondent in the Claim, (ii) the factual and legal basis of the Claim (*i.e.*, the facts underlying the Claim and the specific legal authority supporting the Claim), and (iii) the relief or remedy requested.

(c) Procedure for Resolution of Claims. Each Bound Party shall submit all Claims to mandatory, binding arbitration (“**Arbitration**”) conducted in accordance with the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-201, *et seq.*, or such other Applicable Law as the Bound Parties may mutually agree. The procedure for the Arbitration shall be as follows:

(i) Arbitration. Within a commercially reasonable period following the giving of a Claim Notice, either Bound Party may initiate Arbitration in accordance with the rules established by the Arbitrator for such Arbitration. Any court having jurisdiction over a Claim may enforce any judgment upon the award rendered by the Arbitrator. Unless otherwise agreed by the Parties in writing, there shall be one Arbitrator who shall be a retired Colorado state court judge, a retired Federal judge, or an attorney who has been licensed to practice law in the State of Colorado for at least ten (10) years. To the extent feasible, the Arbitrator shall have expertise in the area of the Claim including legal expertise if legal issues are involved.

(ii) Arbitration Award. The Arbitrator shall not have the authority to make, and Claimant shall not be entitled to claim or receive, consequential, exemplary, or punitive damages. The Arbitrator shall make an award that shall include detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Bound Party nor an Arbitrator may disclose the existence, content, or results of Arbitration without the prior written consent of all Parties.

(iii) Arbitration Rules. The Colorado Rules of Civil Procedure shall govern disclosure, discovery, and other pre-hearing proceedings in the Arbitration, and the Colorado Rules of Evidence shall govern the admissibility of evidence at any Arbitration hearing. Subject to the foregoing, the Arbitrator shall conduct the Arbitration in accordance with (A) the Construction Industry Arbitration Rules of the American Arbitration Association Industry Arbitration Rules and the Procedures for Large, Complex Construction Claims of the American Arbitration Association then in effect, (B) if the Bound Parties select an Arbitrator other than the American Arbitration Association, then the rules selected by such Arbitrator, or (C) such other rules as the Bound Parties may agree in writing. The Arbitration shall be closed to the public; the decision of the Arbitrator shall not be published; and the decision by the Arbitrator shall not be cited as precedent in subsequent Claims between the Bound Parties participating in the Arbitration or in Claims involving other Bound Parties.

(iv) Decision of Arbitrator. The Arbitrator shall issue an award within thirty (30) days of the completion of an Arbitration hearing or if post-hearing briefs are submitted, within thirty (30) days of receipt of briefs or other post-hearing submittals by the Bound Parties. If the Bound Parties file post-hearing briefs, the Bound Parties shall submit such post-hearing briefs within twenty (20) days of the completion of the hearing and the Arbitrator shall not grant any extensions of time for the filing of briefs. The Bound Parties shall comply with the award of the Arbitrator, and if a Bound Party does not comply with the award, then any court having

jurisdiction over such matters in El Paso County, Colorado may enter and enforce judgment upon an Arbitration award.

(v) Cost and Expense of Arbitration. The Bound Parties participating in an Arbitration shall share the costs of such Arbitration, and if the Arbitrator requires payment of costs and fees in advance fees, then the Bound Parties will pay those costs and fees equally. If one Bound Party pays more than its proportionate share of the costs and fees of the Arbitration, then the Arbitrator shall make such adjustments in the Arbitration award as necessary so that each Bound Party shall have paid its equal share of the costs and fees of Arbitration. Notwithstanding the foregoing, if a Bound Party unsuccessfully contests the validity or scope of Arbitration in a court of law or in an Arbitration, then the Arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Bound Party. If a Bound Party incurs costs and attorneys' fees in enforcing the award of an Arbitrator, such Bound Party shall be entitled to an additional award of its costs and reasonable attorneys' fees incurred in the enforcement of such an award.

7.4 Construction Defect Action Reform Act. Declarant does not intend that the provisions of this Declaration be applied as an express waiver of, or limitation on, the legal rights, remedies, or damages of a property owner provided by (a) the Construction Defect Action Reform Act (C.R.S. §§ 13-20-801, *et seq.*), (b) the Colorado Consumer Protection Act as specified in C.R.S. § 13-20-806, (c) the ability of a homebuyer to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose, or (d) other Applicable Law. Damages claimed or recovered by an Owner in connection with the Residence shall be limited as specified in the foregoing statutes and other Applicable Law.

7.5 Consent to Mandatory Binding Arbitration. By acceptance of title to a Residence, whether by a deed from Declarant or from a subsequent Owner, each Owner acknowledges, consents to, and agrees to (a) the resolution by binding, mandatory Arbitration of all Disputes between Owners and between Owners and Bound Parties that arise in connection with, are based upon, or are otherwise related to the Benefited Parties, the Buildings, The Retreat Neighborhood, the Common Area, Declarant, the Districts, the District Parties, the Lots, the Parcels, the Residences, and this Declaration and (b) conduct such Arbitration pursuant to the Dispute Resolution Procedures set forth in this Article 7. This Declaration shall not extend any rights or obligation under this Declaration to any Occupant that is not also an Owner.

7.6 Amendment. This Article 7 runs in favor of Declarant in relation to any claim in law or equity that may be brought against Declarant and, notwithstanding Section 8.1, may not be removed or amended without Declarant's written consent for all claims in which it may be a party regardless of when brought and whether or not Declarant owns any property in The Retreat Neighborhood.

ARTICLE 8

Amendment; Rights of First Mortgagees; Term

8.1 Term of Supplemental Declaration. Unless amended as provided in this Supplemental Declaration, the term (as extended, the "**Term**") of this Supplemental Declaration shall begin on the date of its Recording and shall continue thereafter for (a) forty (40) years after

Recording and (b) thereafter for additional periods of ten (10) years each unless, on or before the expiration of the then-current extension of the Term, two-thirds (2/3) of the Owners and two-thirds (2/3) of Mortgagees execute, deliver, and Record an instrument terminating the Supplemental Declaration. If the requisite Owners and Mortgagees Approve such a termination, the Recorded instrument effecting such termination shall specify the effective date of such termination, which cannot be before the expiration of the Term of the Supplemental Declaration.

8.2 Amendment, Modification, or Termination of Supplemental Declaration. This Supplemental Declaration may only be amended as follows:

(a) Approval Requirements. Owners may amend, modify, repeal, or terminate this Supplemental Declaration or any part or provision of this Supplemental Declaration by Recording a written instrument in the form set forth in Section 8.2(b) that has received the Approval or favorable vote of (i) two-thirds (2/3) of the Owners (with the votes of Owners being based on one vote for each Lot), (ii) two-thirds (2/3) of First Mortgagees (with the votes of First Mortgagees being based on one vote for each First Mortgage held), (iii) during the Declarant Rights Period, the prior Approval of Declarant and any Builders who have received an assignment or partial assignment of Declarant Rights, (iv) the Operating District, and (v) HUD or VA, as the case may be, if HUD or VA has VA has guaranteed or insured a Mortgage on any Lot at the time of such amendment. Approval by Declarant, First Mortgagees, HUD or VA, Operating District, Owners, and Builders of one amendment shall not constitute Approval of subsequent amendments, each of which subsequent amendments shall require a separate Approval satisfying the requirements of this Section 8.2. Owners may amend this Section 8.2(a) only if the Owners have received the Approvals set forth in clauses (i) through (v) of this Section 8.2(a).

(b) Manner of Amendment. An amendment or modification of this Supplemental Declaration shall be made in a Recorded instrument that has been executed and acknowledged by the Operating District in which the Operating District certifies that (i) the amendment or modification has received the requisite Approvals of Declarant, First Mortgagee, HUD or VA, Owners, and Builders set forth in Sections 8.2(a) and 8.3 and (ii) the Operating District has written evidence of such Approvals that are available for (A) inspection by Declarant, First Mortgagee, Owners, and title insurance companies during normal business hours and (B) copying upon payment of the costs and expenses incurred by the Operating District in copying or making such Approvals available for copying.

8.3 First Mortgagee Approval. Notwithstanding any other provisions of this Supplemental Declaration to the contrary and with respect to the abandonment, amendment, or termination of this Supplemental Declaration:

(a) Abandon, Terminate, or Amend Supplemental Declaration. Unless they have obtained the prior written consent of at least two-thirds (2/3) of the Owners and the consent of two-thirds (2/3) of the First Mortgagees of Lots (based on one (1) vote for each First Mortgage held) and either the VA or HUD if either agency has insured or guaranteed a First Mortgage, the Owners shall not (i) seek to abandon or terminate the Supplemental Declaration, whether by act or omission or (ii) amend any provisions of this Supplemental Declaration that are for the express benefit of First Mortgagees; and

(b) Approval of First Mortgagee Deemed Given Unless Notice of Disapproval Given. Unless, within sixty (60) days after receipt of Notice, a First Mortgagee or insurer or guarantor of a First Mortgage notifies the Operating District of its disapproval of any of the matters requiring their approval as provided in this Supplemental Declaration, such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have given such approval.

8.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Lot in The Retreat Neighborhood which has filed written request with the Operating District to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to (a) receive Notice from the Operating District of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Supplemental Declaration, which default is not cured within sixty (60) days after the Operating District learns of such default, (b) examine the books and records of the Operating District during normal business hours, and (c) receive sixty (60) days' prior Notice before the effective date of any proposed material amendment to this Supplemental Declaration requiring consent of a certain percentage of First Mortgagees.

ARTICLE 9

General Provisions

9.1 Attachments. Declarant (a) attaches Attachment 1 (Legal Description of The Retreat Neighborhood), Attachment 2 (Legal Description of Includible Area) and Attachment 3 (Site Plan) to this Supplemental Declaration and (b) incorporates Attachments 1-3 and makes such Attachments a part of this Supplemental Declaration by this reference.

9.2 Attorneys' Fees. If the Operating District commences an action or arbitration proceeding to enforce any of the Additional Easements and the arbitrator or judge in such proceeding determines that the Operating District is the prevailing party, then, the Operating District shall have the authority, power, and right to (a) as a part of any award or judgment awarded by an arbitrator or judge, request such arbitrator or judge to award the Operating District its costs and reasonable attorneys' fees incurred by it in such proceeding and/or (b) collect from an Owner the costs and reasonable attorneys' fees incurred by it in enforcing any of the Additional Easements.

9.3 Binding on Successors. The obligations and agreements of the Owners shall run with The Retreat Neighborhood and all Lots located within The Retreat Neighborhood and shall inure to the benefit of Declarant, Builders, the Districts, any Association, any Operating District and such obligations and agreements of Owners shall be binding upon all successive assigns, Occupants (including lessees, sublessees, subtenants, or tenants), successors, or transferees of a Residence or any other portion of The Retreat Neighborhood.

9.4 CCIOA. The Retreat Neighborhood is not a Common Interest Community as that term is defined in C.R.S. § 38-33.3-103(8) of CCIOA. This Supplemental Declaration does not impose any liability on any Residence, Lot, or portion of The Retreat Neighborhood for the payment of common expenses. Accordingly, this Supplemental Declaration shall not be governed by the CCIOA.

9.5 Communications and Notices. Unless specified otherwise in this Supplemental Declaration, any approval, consent, demand, notice, or other communication (collectively, a “**Notice**”) that is permitted or required to be given under this Supplemental Declaration must be made in writing and may be given either (a) personally or (b) by email, mail, overnight delivery, or telephone. If the Notice is given personally, it shall be deemed given the date and time when received by the recipient of the Notice. If the Notice is served by mail or overnight delivery, then it shall be sent postage or delivery charges prepaid, addressed to any Person at the address of the Residence owned by such Person (or such other address as the recipient may designate in advance for such purposes) and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the day after it is deposited with an overnight delivery service and the second day after it is deposited in a regular depository of the United States Postal Service. If the Notice is served by email, then it shall be sent to any email address designated in writing by the recipient of the Notice for such purpose and shall be deemed given the date that it is transmitted provided that a written copy is deposited the same day in a regular depository of the United States Postal Service sent postage or delivery charges prepaid, addressed to any Person at the address of the Lot owned by such Person (or such other address as the recipient may designate in advance for such purposes).

9.6 Construction of Terms. The definitions of terms in this Supplemental Declaration shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Builders, Declarant, Occupants, Owners, and/or other Persons construing, enforcing, or interpreting this Supplemental Declaration shall construe, deem, and interpret (a) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (b) the word *will* as having the same meaning and effect as the word *shall*, (c) any definition of, or reference to, any agreement, instrument or other document (including any organization document) as referring to such agreement, instrument, or other document as from time to time amended, supplemented or otherwise modified, (d) any reference in this Supplemental Declaration to any Person as referring to such Person and the assigns, executors, personal representatives, representatives, and successors of such Person, (e) references in this Supplemental Declaration to articles, attachments, and sections as referring to the articles and sections of, and attachments to, this Supplemental Declaration, (f) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law, and (g) section headings as being for convenience of reference only and not affecting the interpretation of this Supplemental Declaration.

9.7 Governing Law. The laws of the State of Colorado shall govern the construction, enforcement, and interpretation of this Supplemental Declaration.

9.8 Limitation on Liability. Declarant, Successor Declarants, Districts, District Parties, Builders, and any agent, board of directors (including the individual directors on such board), consultant, employee, manager, member, officer, owner, principal, property manager, representative, or shareholder of Declarant, Successor Declarant, District, District Party, or Builder 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. Nothing contained in this Supplemental Declaration shall be a waiver by the Districts or the District Parties of any covenant, provision, protection, or term of, or as a waiver of any immunity afforded by, the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, *et seq.*).

9.9 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, any Builders, any District or their agents or employees in connection with (a) any portion of The Retreat Neighborhood or any Improvement thereon or its or their physical condition, zoning, compliance with Applicable Laws, and fitness for intended use or (b) the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof unless, and except as, specifically set forth in writing.

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

9.11 Severability; Interpretation. Each of the provisions of this Supplemental Declaration shall be independent and severable. The invalidity or unenforceability (or the partial validity or enforceability) of the provisions or any portion of this Supplemental Declaration shall not affect the validity or enforceability of any other provision or portion of this Supplemental Declaration.


9.12 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within The Retreat Neighborhood shall be a violation of this Supplemental Declaration and shall be subject to the enforcement procedures set forth in this Supplemental Declaration.

9.13 Liberal Interpretation. The provisions hereof shall be liberally construed as a whole to give effect to the purpose hereof.

[Signature and acknowledgment of Declarant follows this page]

THE OPERATING DISTRICT hereby certifies that (i) the Supplemental Declaration has received the requisite Approvals of Declarant, First Mortgagee, HUD or VA, Owners, and Builders as set forth in Sections 8.2(a) and 8.3 of the Original Supplemental Declaration and (ii) the Operating District has written evidence of such Approvals that are available for (A) inspection by Declarant, First Mortgagee, Owners, and title insurance companies during normal business hours and (B) copying upon payment of the costs and expenses incurred by the Operating District in copying or making such Approvals available for copying.

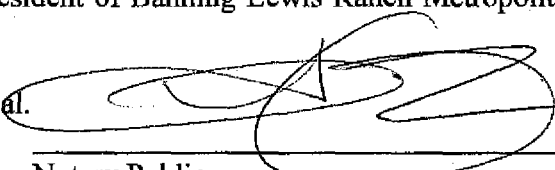
BANNING LEWIS RANCH METROPOLITAN
DISTRICT NO. 1

By: 
Name: Thomas Garmong
Title: Board President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this July 29, 2020, by Thomas Garmong as Board President of Banning Lewis Ranch Metropolitan District No. 1, Operating District.

WITNESS my hand and official seal.



Notary Public
My commission expires: 11-9-2022

TIFFANY IPPOLITI
Notary Public
State of Colorado
Notary ID # 20184043695
My Commission Expires 11-09-2022

FIRST MORTGAGEES have executed and delivered this Amended and Restated Supplemental Declaration of Covenants, Conditions, and Age Restrictions for The Retreat at Banning Lewis Ranch, An Age 55 and Older Community (Filing Nos. 21, 22, 23, and 25, Village 3 West) effective as of the date of its Recordation.

CORNERSTONE HOME LENDING, INC.,
a Texas corporation

By: 

Name: Adam Laird

Title: Executive Vice President

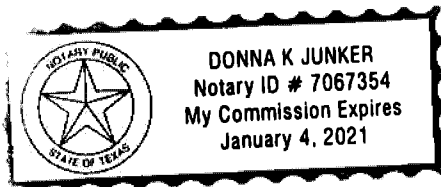
STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this September 9, 2020, by Adam Laird as Executive Vice President of CORNERSTONE HOME LENDING, INC., a Texas corporation.

WITNESS my hand and official seal.


Notary Public

My commission expires: 1-4-2021



ATTACHMENT 1
(Legal Description of The Retreat Neighborhood)

The following described real property located in El Paso County, Colorado:

Attached



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 2366.00-50R
SEPTEMBER 18, 2018
REV. APRIL 2, 2019
PAGE 1 OF 3

LEGAL DESCRIPTION: BRAEMORE NEIGHBORHOOD

(2) TWO PARCELS OF LAND BEING PORTIONS OF VACATED DUBLIN BOULEVARD, VISTA DEL TIERRA DRIVE AND CIRCULO DEL SOL LOOP AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 205087777, RECORDS OF EL PASO COUNTY, COLORADO, AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102, AND PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17864", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE N00°29'03"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WESTERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, A DISTANCE OF 57.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;

THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°22'10"E, HAVING A DELTA OF 08°59'18", A RADIUS OF 1923.00 FEET AND A DISTANCE OF 301.67 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 205087778, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N05°37'08"E, ON THE WESTERLY LINE OF DUBLIN BOULEVARD, AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102 A DISTANCE OF 9.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF VACATED DUBLIN BOULEVARD;

THENCE ON SAID NORTHERLY LINE OF VACATED DUBLIN BOULEVARD, THE FOLLOWING (4) FOUR COURSES;

- 1) ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S05°37'08"W, HAVING A DELTA OF 03°29'34", A RADIUS OF 1932.00 FEET AND A DISTANCE OF 117.77 FEET TO A POINT OF TANGENT;
- 2) S80°53'19"E, A DISTANCE OF 344.85 FEET TO A POINT OF CURVE;
- 3) ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°04'25", A RADIUS OF 5068.00 FEET AND A DISTANCE OF 802.58 FEET TO A POINT OF TANGENT;
- 4) S89°57'43"E, A DISTANCE OF 590.77 FEET;

THENCE S45°02'17"W, A DISTANCE OF 35.00 FEET;

THENCE S00°17'30"W, A DISTANCE OF 196.45 FEET;

THENCE S03°47'19"W, A DISTANCE OF 180.35 FEET;

THENCE S00°17'30"W, A DISTANCE OF 174.12 FEET;

THENCE S03°16'06"W, A DISTANCE OF 231.08 FEET;

THENCE S00°17'30"W, A DISTANCE OF 433.32 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 05°38'24", A RADIUS OF 886.00 AND A DISTANCE OF 87.22 FEET TO A POINT ON CURVE;

THENCE N84°04'05"W, A DISTANCE OF 57.00 FEET;

THENCE N89°36'00"W, A DISTANCE OF 154.50 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S47°11'07"W, HAVING A DELTA OF 78°26'08", A RADIUS OF 50.00 FEET AND A DISTANCE OF 68.45 FEET TO A POINT ON CURVE;
THENCE N90°00'00"W, A DISTANCE OF 133.83 FEET;
THENCE S00°17'30"W, A DISTANCE OF 20.77 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 45°17'16", A RADIUS OF 400.00 FEET AND A DISTANCE OF 316.17 FEET TO A POINT OF TANGENT;
THENCE S45°34'46"W, A DISTANCE OF 228.40 FEET;
THENCE N90°00'00"W, A DISTANCE OF 388.82 FEET;
THENCE N05°43'00"W, A DISTANCE OF 107.65 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°57'25"E, HAVING A DELTA OF 36°02'24", A RADIUS OF 300.00 FEET AND A DISTANCE OF 188.71 FEET TO A POINT ON CURVE;
THENCE N43°59'49"W, A DISTANCE OF 60.00 FEET;
THENCE N39°13'00"W, A DISTANCE OF 333.50 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 26°11'45", A RADIUS OF 240.00 FEET AND A DISTANCE OF 109.73 FEET TO A POINT ON CURVE;
THENCE N90°00'00"W, A DISTANCE OF 131.17 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT E;

THENCE ON THE EASTERLY BOUNDARY LINE OF SAID TRACT E THE FOLLOWING (8) EIGHT COURSES:

1. N00°00'00"E, A DISTANCE OF 187.71 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 20°00'00", A RADIUS OF 430.00 FEET AND A DISTANCE OF 150.10 FEET TO A POINT OF TANGENT;
3. N20°00'00"E, A DISTANCE OF 155.75 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 40°00'00", A RADIUS OF 570.00 FEET AND A DISTANCE OF 397.94 FEET TO A POINT OF TANGENT;
5. N20°00'00"W, A DISTANCE OF 505.14 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12°46'37", A RADIUS OF 100.00 FEET, AND A DISTANCE OF 22.30 FEET TO A POINT OF TANGENT;
7. N07°13'23"W, A DISTANCE OF 0.94 FEET TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12°42'22", A RADIUS OF 482.00 FEET, AND A DISTANCE OF 106.89 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 61.468 ACRES.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°29'03"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WESTERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, A DISTANCE OF 57.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;
THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°22'10"E, HAVING A DELTA OF 05°38'04", A RADIUS OF 1923.00 FEET AND A DISTANCE OF 189.10 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 205087778;

THENCE ON THE WESTERLY BOUNDARY LINE OF SAID TRACT E THE FOLLOWING (9) NINE COURSES;

1. S03°18'10"W, A DISTANCE OF 52.09 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 23°18'10", RADIUS OF 235.00 FEET AND A DISTANCE OF 95.58 FEET TO A POINT OF TANGENT;
3. S20°00'00"E, A DISTANCE OF 533.83 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 40°00'00", A RADIUS OF 465.00 FEET AND A DISTANCE OF 324.63 FEET TO A POINT OF TANGENT;
5. S20°00'00"W, A DISTANCE OF 155.75 FEET TO A POINT OF CURVE;

6. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 20°00'00", A RADIUS OF 535.00 FEET AND A DISTANCE OF 186.75 FEET TO A POINT OF TANGENT;
7. S00°00'00"E, A DISTANCE OF 207.24 FEET TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 20°00'00", A RADIUS OF 465.00 FEET AND A DISTANCE OF 162.32 FEET TO A POINT OF TANGENT;
9. S20°00'00"W, A DISTANCE OF 144.33 FEET;

THENCE N89°39'46"W, A DISTANCE OF 229.18 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 BEING ALSO THE EASTERLY BOUNDARY LINE OF SAID TOY RANCHES ESTATES;

THENCE N00°20'14"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE EASTERLY BOUNDARY LINE OF SAID TOY RANCHES ESTATES A DISTANCE OF 1736.36 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12.807 ACRES.

CONTAINING A TOTAL CALCULATED AREA OF 74.275 ACRES

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



A handwritten signature in black ink, appearing to read "Douglas P. Reinelt", written over a horizontal line.

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING,
ENGINEERS AND SURVEYORS, LLC

APRIL 02, 2019
DATE

ATTACHMENT 2
(Legal Description of Includible Area)

The following described real property located in El Paso County, Colorado:

Attached



JOB NO. 2366.00-56
APRIL 2, 2019
PAGE 1 OF 4

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: BRAEMORE INCLUDABLE AREA

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, THE WEST HALF OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°29'03"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE EASTERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, A DISTANCE OF 57.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;
THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°22'10"E, HAVING A DELTA OF 08°59'18", A RADIUS OF 1923.00 FEET AND A DISTANCE OF 301.67 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 205087778;

THENCE N05°37'08"E, ON THE WESTERLY LINE OF DUBLIN BOULEVARD, AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102, A DISTANCE OF 9.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF SAID VACATED DUBLIN BOULEVARD;

THENCE ON SAID NORTHERLY LINE OF SAID VACATED DUBLIN BOULEVARD, THE FOLLOWING (4) FOUR COURSES;

- 1) ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S05°37'08"W, HAVING A DELTA OF 03°29'34", A RADIUS OF 1932.00 FEET AND A DISTANCE OF 117.77 FEET TO A POINT OF TANGENT;
- 2) S80°53'19"E, A DISTANCE OF 344.85 FEET TO A POINT OF CURVE;
- 3) ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°04'25", A RADIUS OF 5068.00 FEET AND A DISTANCE OF 802.58 FEET TO A POINT OF TANGENT;
- 4) S89°57'43"E, A DISTANCE OF 434.27 FEET;

THENCE S44°57'43"E, A DISTANCE OF 35.00 FEET;
THENCE S00°17'30"W, A DISTANCE OF 258.41 FEET;
THENCE S02°38'31"E, A DISTANCE OF 527.55 FEET;
THENCE S07°17'30"W, A DISTANCE OF 428.94 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 45°17'16", A RADIUS OF 829.00 FEET AND A DISTANCE OF 655.26 FEET TO A POINT OF TANGENT;
THENCE S45°34'46"W, A DISTANCE OF 518.64 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 45°34'46", A RADIUS OF 668.50 FEET AND A DISTANCE OF 531.80 FEET TO A POINT OF TANGENT;
THENCE S00°00'00"E, A DISTANCE OF 821.69 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 37°32'00", A RADIUS OF 686.50 FEET AND A DISTANCE OF 449.71 FEET TO A POINT OF TANGENT;
THENCE S37°32'00"W, A DISTANCE OF 910.99 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 29°59'00", A RADIUS OF 978.50 FEET AND A DISTANCE OF 512.06 FEET TO A POINT OF TANGENT;
THENCE S07°33'00"W, A DISTANCE OF 224.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STETSON HILLS BOULEVARD AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO. 1;

THENCE ON SAID NORTHERLY RIGHT OF WAY, THE FOLLOWING (2) TWO COURSES:

1. N85°45'07"W, A DISTANCE OF 104.28 FEET;
2. S07°34'51"W, A DISTANCE OF 9.00 FEET;

THENCE N82°25'09"W, A DISTANCE OF 225.83 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE N00°14'02"E, ON SAID WEST LINE, A DISTANCE OF 71.48 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15;

THENCE N00°20'14"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND SAID EASTERLY BOUNDARY OF TOY RANCHES ESTATES FILING NO. 2, A DISTANCE OF 2646.65 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 15;

THENCE CONTINUING N00°20'14"E, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 AND SAID EASTERLY BOUNDARY OF TOY RANCHES ESTATES FILING NO. 2, A DISTANCE OF 2646.40 FEET TO THE POINT OF BEGINNING.

CONTAINING A GROSS CALCULATED AREA OF 169.199 ACRES.

EXCEPTING THAT PORTION OF TRACT E AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO. 2, LYING NORTHERLY OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF VACATED STETSON HILLS BOULEVARD AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102, AND SOUTH OF DUBLIN BOULEVARD AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO.1.

CONTAINING A CALCULATED AREA OF 13.539 ACRES.

FURTHER EXCEPTING THE FOLLOWING (2) TWO PARCELS OF LAND BEING PORTIONS OF VACATED DUBLIN BOULEVARD, VISTA DEL TIERRA DRIVE AND CIRCULO DEL SOL LOOP AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1, RECORDED UNDER RECEPTION NO. 205087777, RECORDS OF EL PASO COUNTY, COLORADO, AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102, AND PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUBLIN BOULEVARD, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE N00°29'03"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WESTERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, A DISTANCE OF 57.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;

THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°22'10"E, HAVING A DELTA OF 08°59'18", A RADIUS OF 1923.00 FEET AND A DISTANCE OF 301.67 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 205087778, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N05°37'08"E, ON THE WESTERLY LINE OF DUBLIN BOULEVARD, AS VACATED BY ORDINANCE 17-95 AND RECORDED UNDER RECEPTION NO. 217156102 A DISTANCE OF 9.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF VACATED DUBLIN BOULEVARD;

THENCE ON SAID NORTHERLY LINE OF VACATED DUBLIN BOULEVARD, THE FOLLOWING (4) FOUR COURSES;

- 5) ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S05°37'08"W, HAVING A DELTA OF 03°29'34", A RADIUS OF 1932.00 FEET AND A DISTANCE OF 117.77 FEET TO A POINT OF TANGENT;
- 6) S80°53'19"E, A DISTANCE OF 344.85 FEET TO A POINT OF CURVE;
- 7) ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°04'25", A RADIUS OF 5068.00 FEET AND A DISTANCE OF 802.58 FEET TO A POINT OF TANGENT;
- 8) S89°57'43"E, A DISTANCE OF 590.77 FEET;

THENCE S45°02'17"W, A DISTANCE OF 35.00 FEET;
THENCE S00°17'30"W, A DISTANCE OF 196.45 FEET;
THENCE S03°47'19"W, A DISTANCE OF 180.35 FEET;
THENCE S00°17'30"W, A DISTANCE OF 174.12 FEET;
THENCE S03°16'06"W, A DISTANCE OF 231.08 FEET;
THENCE S00°17'30"W, A DISTANCE OF 433.32 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 05°38'24", A RADIUS OF 886.00 AND A DISTANCE OF 87.22 FEET TO A POINT ON CURVE;
THENCE N84°04'05"W, A DISTANCE OF 57.00 FEET;
THENCE N89°36'00"W, A DISTANCE OF 154.50 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF CURVE TO THE LEFT WHOSE CENTER BEARS S47°11'07"W, HAVING A DELTA OF 78°26'08", A RADIUS OF 50.00 FEET AND A DISTANCE OF 68.45 FEET TO A POINT ON CURVE;
THENCE N90°00'00"W, A DISTANCE OF 133.83 FEET;
THENCE S00°17'30"W, A DISTANCE OF 20.77 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 45°17'16", A RADIUS OF 400.00 FEET AND A DISTANCE OF 316.17 FEET TO A POINT OF TANGENT;
THENCE S45°34'46"W, A DISTANCE OF 228.40 FEET;
THENCE N90°00'00"W, A DISTANCE OF 388.82 FEET;
THENCE N05°43'00"W, A DISTANCE OF 107.65 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°57'25"E, HAVING A DELTA OF 36°02'24", A RADIUS OF 300.00 FEET AND A DISTANCE OF 188.71 FEET TO A POINT ON CURVE;
THENCE N43°59'49"W, A DISTANCE OF 60.00 FEET;
THENCE N39°13'00"W, A DISTANCE OF 333.50 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 26°11'45", A RADIUS OF 240.00 FEET AND A DISTANCE OF 109.73 FEET TO A POINT ON CURVE;
THENCE N90°00'00"W, A DISTANCE OF 131.17 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT E;

THENCE ON THE EASTERLY BOUNDARY LINE OF SAID TRACT E THE FOLLOWING (8) EIGHT COURSES:

1. N00°00'00"E, A DISTANCE OF 187.71 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 20°00'00", A RADIUS OF 430.00 FEET AND A DISTANCE OF 150.10 FEET TO A POINT OF TANGENT;
3. N20°00'00"E, A DISTANCE OF 155.75 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 40°00'00", A RADIUS OF 570.00 FEET AND A DISTANCE OF 397.94 FEET TO A POINT OF TANGENT;
5. N20°00'00"W, A DISTANCE OF 505.14 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12°46'37", A RADIUS OF 100.00 FEET, AND A DISTANCE OF 22.30 FEET TO A POINT OF TANGENT;
7. N07°13'23"W, A DISTANCE OF 0.94 FEET TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12°42'22", A RADIUS OF 482.00 FEET, AND A DISTANCE OF 106.89 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 61.468 ACRES.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK 0-2 AT PAGE 47, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, AS PLATTED IN

BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°29'03"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WESTERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD, A DISTANCE OF 57.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID DUBLIN BOULEVARD;

THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S03°22'10"E, HAVING A DELTA OF 05°38'04", A RADIUS OF 1923.00 FEET AND A DISTANCE OF 189.10 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 205087778;

THENCE ON THE WESTERLY BOUNDARY LINE OF SAID TRACT E THE FOLLOWING (9) NINE COURSES;

1. S03°18'10"W, A DISTANCE OF 52.09 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 23°18'10", RADIUS OF 235.00 FEET AND A DISTANCE OF 95.58 FEET TO A POINT OF TANGENT;
3. S20°00'00"E, A DISTANCE OF 533.83 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 40°00'00", A RADIUS OF 465.00 FEET AND A DISTANCE OF 324.63 FEET TO A POINT OF TANGENT;
5. S20°00'00"W, A DISTANCE OF 155.75 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 20°00'00", A RADIUS OF 535.00 FEET AND A DISTANCE OF 186.75 FEET TO A POINT OF TANGENT;
7. S00°00'00"E, A DISTANCE OF 207.24 FEET TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 20°00'00", A RADIUS OF 465.00 FEET AND A DISTANCE OF 162.32 FEET TO A POINT OF TANGENT;
9. S20°00'00"W, A DISTANCE OF 144.33 FEET;

THENCE N89°39'46"W, A DISTANCE OF 229.18 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 BEING ALSO THE EASTERLY BOUNDARY LINE OF SAID TOY RANCHES ESTATES;

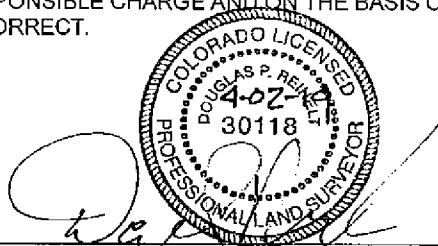
THENCE N00°20'14"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE EASTERLY BOUNDARY LINE OF SAID TOY RANCHES ESTATES A DISTANCE OF 1736.36 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12.807 ACRES.

CONTAINING A TOTAL NET CALCULATED AREA OF ACRES.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

APRIL 02, 2019
DATE

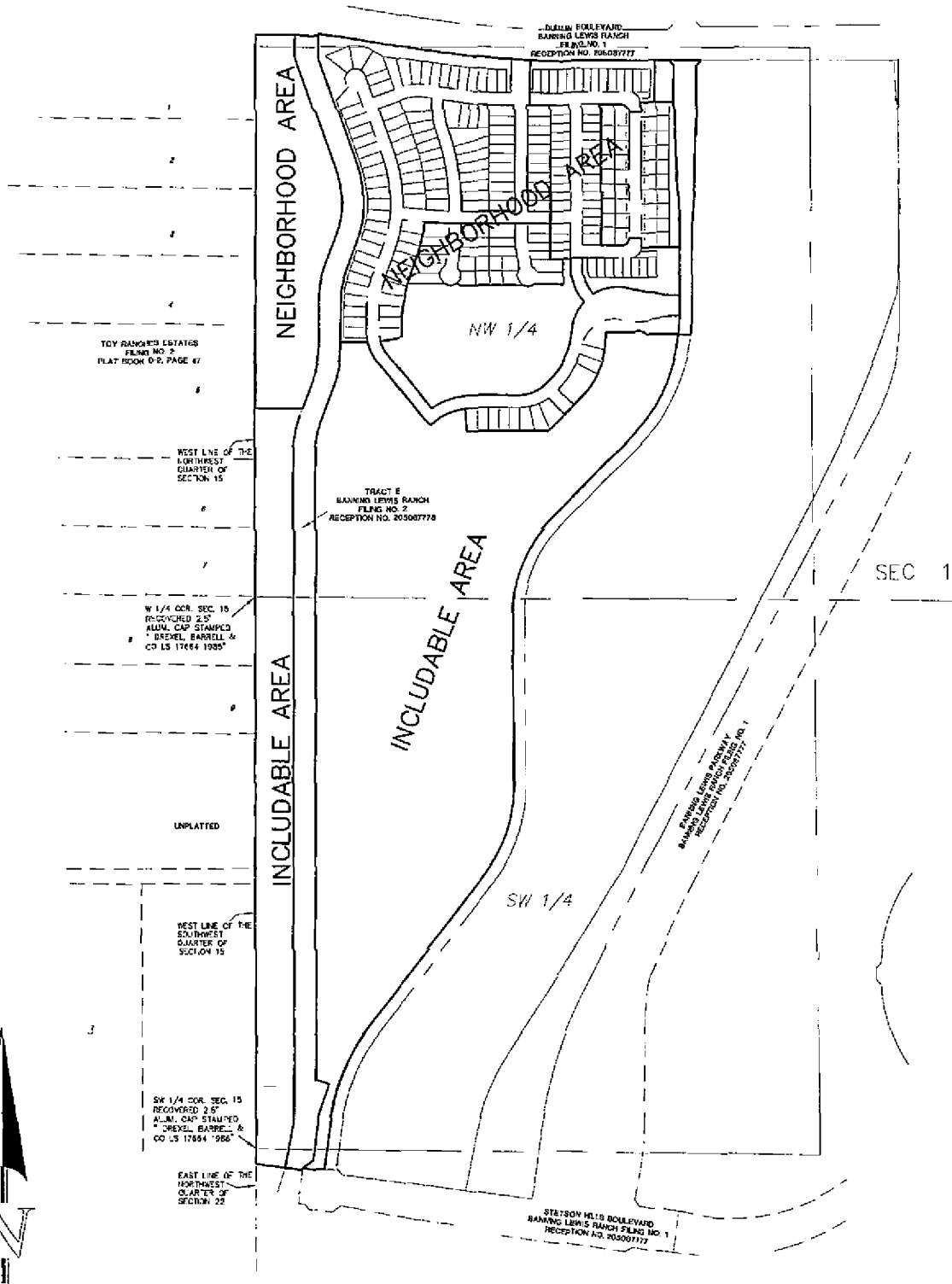
ATTACHMENT 3
(Site Plan)

Attached



619 N. Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

BRAEMORE AT
 BANNING LEWIS RANCH
 SITE PLAN
 JOB NO. JOB NO. 2366.00-45A
 SHEET 1 OF 1
 APRIL 2, 2019



SCALE: 1" = 600'

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.