

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ANDOVER GLEN**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANDOVER GLEN (this "Declaration") is made as of August 23, 2011, by Andover Glen Homeowners Association, Inc., a Colorado not for profit corporation (the "Association") and collectively represents the interests of owners of certain property in the City of Aurora, County of Arapahoe, State of Colorado, which is more particularly described as: (See Addendum A).

RECITALS:

A. A document entitled Declaration & Agreement Establishing Protective Covenants and Declaration of Covenants, Conditions and Restrictions (the "Initial Declaration") was executed and recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado by Dayton Financial Corporation, as Declarant, on August 20, 1979 at Reception No. 1881982 in Book 3058, Page 17. The Initial Declaration, as amended, is referred to herein as the "Original Declaration".

B. Dayton Financial Corporation has been dissolved and no longer owns any interest in any of the Property which is subject to the Original Declaration.

C. The Association has recommended to the Owners, that the Original Declaration be amended to, among other things, delete all references to the Declarant, conform the Original Declaration to current law and the standards of the Community and otherwise clarify terminology in the Original Declaration consistent with the intent of the Original Declaration.

D. The Original Declaration provided that it may be amended by recording an instrument signed by not less than seventy-five (75) percent of the lot owners.

E. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, et seq., as amended, a declaration may be amended only by the affirmative vote or agreement of unit owners of units to which more than fifty percent of the votes in the association are allocated or any larger percentage, not to exceed sixty-seven percent, that the declaration specifies. Any provision in the declaration that purports to specify a percentage larger than sixty-seven percent is hereby declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of sixty-seven percent.

F. Owners of Lots to which more than sixty-seven percent of the votes in the Association are allocated have approved this Declaration, including all of the amendments to the

Original Declaration contained in this Declaration, as evidenced by the fully executed Owner Consent Forms which are recorded simultaneously herewith.

THEREFORE, pursuant to the authority granted to them in the Original Declaration, the undersigned owners, being the President and Secretary of the Andover Glen Homeowners Association, hereby amend and restate the Original Declaration and declare that all the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are adopted for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties now or hereafter having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such parties.

**ARTICLE I
DEFINITIONS**

1.1 Annual Assessments means the charges levied and assessed each Assessment Year against a Lot pursuant of this Declaration.

1.2 Architectural Control Committee means either the Board of Directors or a committee appointed by the Board of Directors for the purpose of reviewing and approving any Improvements and Improvement Activity within the Community and to carry out such other duties and functions as provided for in this Declaration or as from time to time delegated to it by the Board.

1.3 Architectural Standards means the regulations and design guidelines adopted by the members in good standing of the Association and explicitly stated in Article III of this document.

1.4 Articles means the Articles of Incorporation for the Association and any amendments thereto.

1.5 Assessment means any assessment or other costs, expenses or charges that, pursuant to this Declaration, may be assessed against an Owner or its Lot.

1.6 Assessment Year. The period for which the Annual Assessment is to be levied, which period shall be July 1 of one calendar year through June 30 of the next calendar year or such other 12 month period as designed by the Board.

1.7 Association shall mean and refer to Andover Glen Homeowners Association, Inc., a Colorado not for profit corporation, its successors and assigns.

1.8 Board or Board of Directors means the governing board of the Association.

1.9 Bylaws means the Bylaws of the Association, as amended from time to time.

1.10 CCIOA means the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, et seq., as amended from time to time.

1.11 Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association Lot is described in Addendum B.

1.12 Community means all of the Properties including all of the Common Area and all of the Lots. The Community is sometimes known as the Andover Glen Subdivision.

1.13 Community Documents means the documents creating and governing the Community pursuant to this Declaration, including this Declaration, the Articles of Incorporation, and the Bylaws.

1.14 Corner Lot is a Lot the front lines of which and one entire side abuts on two intersecting Streets.

1.15 Governmental Authority means the City of Aurora or any other city, town, county, state or federal governmental authorities or quasi-governmental authorities now or hereafter having jurisdiction over the Community.

1.16 Guests means the guests, contractors, lessees, tenants, agents and invitees of an Owner.

1.17 Improvements means all structures and any appurtenances thereto of every type or kind, including dwellings, buildings, barns, outbuildings, sheds, fences, grading, walls, landscaping, garages, roads, driveways, signs or the like.

1.18 Improvement Activity means any change, alteration or modification to any Improvements in the Community by any Person, including the construction, installation, alteration or removal of any Improvements, or any excavation in connection with such activities.

1.19 Law means all applicable laws, ordinances, resolutions, orders, codes, rules, regulations, decrees and other requirements (including requirements under permits, licenses, consents and approvals) of any Governmental Authority.

1.20 Lot means a portion of the Properties designated for separate fee ownership, the boundaries of which are described on the Plat, but excluding the Common Area.

1.21 Member or Members means a Person who by reason of being an Owner of a Lot is a member in the Association.

1.22 Member in Good Standing means a Member who is not delinquent in the payment of any Assessments and whose voting rights have not been suspended.

1.23 Mortgage means a deed of trust or mortgage encumbering a Lot.

1.24 Mortgagee means any grantee, beneficiary or secured party of a Mortgage.

1.25 Mortgagor means any grantor, trustor or debtor of a Mortgage.

1.26 Notice and Hearing means the giving of notice and the right to a hearing before the Board of Directors or some other tribunal appointed by the Board, in substantial compliance with the procedures adopted by the Board from time to time.

1.27 Outbuilding means an enclosed covered structure, not directly attached to the Residence which it serves.

1.28 Owner means the Person or Persons holding record fee simple title to a Lot. Owner does not include (a) a Mortgagee or any other Person holding any other security interest in a Lot; (b) a contract purchaser except a contract vendee under an installment sales contract; or (c) the vendor under an installment sales contract. The Association shall be entitled to treat the record title holder of a Lot as the Owner thereof for all purposes under the Community Documents.

1.29 Person means any natural person, corporation, limited liability company, partnership, association, trust or any other entity or combination thereof.

1.30 Plat means the Plat for the Community, as recorded in the real property records of the Clerk and Recorder of Arapahoe County on February 13, 1979 at Reception No. 1817512, and as amended or supplemented from time to time.

1.31 Properties shall mean and refer to that certain real property, described in Addendum A and such additions thereto as may hereafter be made subject to the terms of this Declaration, as provided in this Declaration.

1.32 Residence means a building designed and used for occupancy as a single-family dwelling and includes an attached garage.

1.33 Restrictions means covenants, conditions, restrictions, limitations, reservations, exceptions and equitable servitudes affecting the Community, as set forth in this Declaration

1.34 Special Assessments means any special or extraordinary Assessment levied and assessed against all Owners as provided in this Declaration.

1.35 Street means any street, avenue, way, court or place shown on the Plat.

**ARTICLE II
USE OF LAND**

2.1 Residential Use Only. Each Lot shall be used only for residential purposes and such accessory or incidental uses thereto as may be permitted under this Declaration. No commercial activities may be conducted on any Lot and no hospital, sanitarium or other place for care or treatment of the sick or disabled, physically or mentally ill, nor any theatre, saloon or other place or entertainment or any church, shall ever be erected or permitted upon any of the Lots. In-home businesses will not be considered commercial activities, provided such activities (a) do not involve visits to the Residence by customers, employees or contractors (including an extraordinary number of deliveries), (b) are permitted under applicable zoning and other regulations, (c) are conducted solely within the Residence, and (d) do not create or result in any

events of or noxious activities, constitute a nuisance or otherwise affect or jeopardize the character of the Community.

2.2 Residences. No building of any kind whatsoever shall be erected or maintained on a Lot except a Residence. A Residence may include one private attached garage, which may be no larger than a three car garage. Not more than one Residence shall be erected on any Lot.

2.3 Other Structures. No temporary house, trailer, tent, garage or other outbuildings shall be placed or erected on the Lots. No trailer, basement, tent, shack, barn or other similar outbuildings erected on any tract shall at any time be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2.4 No Subdivision. No Lot shall be re-subdivided into smaller lots not conveyed or encumbered in any less than the original full dimension as originally conveyed by the Owner. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for public utilities, in which even the remaining portion of the Lot shall, for the purpose of this provision, be treated as a whole Lot.

2.5 No Partition. No Owner or Member shall have the right to partition or seek partition of the Association Property or any part thereof. Each Owner, by the acceptance of a deed or other instrument of conveyance to its Lot, specifically waives any right to institute or maintain a partition action or any other action designed to cause a division of any Association Property.

2.6 Animals. No livestock or poultry shall be kept on any Lots. Pets and other animals will be allowed only as permitted by applicable Laws.

2.7 Nuisance. The Owner of any Lot or Lots shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon on any Lot or in any Residence or accessory building constructed thereon or to be otherwise used or employed for any purpose that will constitute an annoyance to the neighborhood or a nuisance in law or that will detract from the value or qualities of said premises.

2.8 Parking. No derelict vehicle in an inoperative condition may be parked in any street or open to public view for a period of more than 72 hours or it will be towed away at the Owner's expense. No commercial vehicles, trailer, camper, mobile home or other recreational vehicle may be parked on any Lot unless totally screened from all street and property lines. No commercial truck or vehicle may be parked on any street overnight except for certain emergency vehicles as permitted by CCIOA. The definitions of commercial vehicles, trailer, camper, mobile home or other recreational vehicles will be determined by the definitions set forth by the State of Colorado and/or automobile insurance policy definitions. In the case of a conflict, the State of Colorado definitions will prevail.

2.9 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot in the Community; likewise, no grass clippings, tree or bush trimmings may be dumped on any vacant Lot. Owners of vacant Lots shall cut weeds on such Lots regularly during the growth season.

2.10 Screening. All clotheslines, equipment, trash or garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planking or fencing so as to conceal them from view of neighboring Residences and the Common Areas and Streets. All rubbish, trash, or garbage shall be screened from view so as not to be unsightly or a nuisance to other Owners with the exception being on trash pick-up day and during periods of renovation or construction. Any refuse or trash containers, tanks, service areas or storage piles shall be enclosed within a structure or appropriately screened from view by planting or fencing approved by the Architectural Control Committee.

2.11 Signs. One "For Sale Sign" located on the applicable Lot or one "For Rent" sign on the applicable lot shall be allowed. Political signs shall be allowed provided their size fully complies with City of Aurora zoning codes and they shall be displayed for a period a time pursuant to CCIOA. No signs of any kind, other than Association signs, shall be allowed in common areas. Personal signs, such as the celebration of graduations, birthdays, sports events, etc. will be allowed on individual lots provided they are on display no longer than 72 hours. One commercial construction sign shall be allowed during the time of construction only. No other commercial signs of any kind shall be allowed.

ARTICLE III ARCHITECTURAL STANDARDS

3.1 Minimum Areas For Residences. In case of a one story structure, a Residence shall have a ground floor area of at least 1500 square feet, exclusive of garages, porches, or terraces and in the case of structures more than one story, a minimum of 1600 square feet of floor area in the aggregate of all floor area exclusive of garages, porches, terraces and basements. An attached garage shall be required for each Residence and shall be attached to, and be a part of, the Residence.

3.2 Garages & Driveways. All garages shall be part of, or attached to, the Residence and shall be a minimum of 2-car garage and a maximum 3-car garage. Driveways may be as wide as the garage on the garage door opening side. Up to one extra standard 8-ft driveway concrete slab may be allowed after a complete design is submitted and approved by the Architectural Review Committee with the requirement that at least 5-ft of separation is maintained between any concrete driveway and adjacent property lines.

3.3 Height. No Residence shall exceed two stories in height. The ridge heights of any Residence on any Lot shall not exceed 31 feet in height as measured from the front set back of the property line of the Lot. In determining the elevation of the front set back line, grading from the Street gutter to the front set back line shall not exceed a slope of three (3) feet in ten (10), except as otherwise approved by the Architectural Control Committee. In any event, all slopes shall comply with all applicable Laws. Notwithstanding the foregoing, the ridge heights of these Residences designated as walk-outs shall not exceed 35 feet in height as measured from each of the four corners of the Residence.

3.4 Fences. Fences shall be permitted along all Lots. Fences shall not exceed six feet in height. No fence, wall or hedge shall be constructed or maintained closer to the front property line of the Lot than the Residence. All fences along all property lines must be wood, or other materials as approved by the Architectural Control Committee.

3.5 Maintenance of Improvements. Each Owner shall, at its sole cost and expense, keep the Residence and other Improvements constructed on such Owner's Lot in good condition and repair and otherwise in a condition comparable to the Improvements on the Association Properties.

3.6 Landscaping. All land must be landscaped with trees, bushes, rock gardens, grass, or other natural ground cover and properly maintained through trimming, weeding, and appropriate maintenance. Xeriscaping shall be allowed and is encouraged. Each homeowner must obtain the Architectural Control Committee's approval for all major landscape changes and improvements through the submission of an Architectural Improvement Request in a manner specified in the Bylaws.

3.7 Roofing. The covering of each roof shall be clay, concrete, or steel tiles, or high definition tri-laminate asphalt shingles or similar asphalt products with a minimum warranty period of 50 years with colors that best emulate natural earth-tone colors. Other roofing materials of equal or better quality materials to those mentioned above may be approved by the Architectural Control Committee as they become available (i.e. solar tiles), but they must have a minimum 50 year warranty. In no event shall flat three-tab or T-lock asphalt shingle roofs be used nor shall roofs be replaced by cedar/wood shake shingles.

3.8 Building Materials, Construction, & Remodeling. A minimum of 25% of a home on any lot shall be constructed from a combination of brick, stone, stucco, or other high quality masonry type products, with the remainder to be constructed from premium quality long-life materials to be approved by the Architectural Control Committee. All plans and materials for exterior construction or remodeling of any kind must be approved by the Architectural Control Committee.

ARTICLE IV SET BACK FROM LOT LINES

4.1 Lot Line. No Residence or any other structure or building or any part thereof shall be erected or maintained on any Lot, closer than

- (a) 25 feet from the front Lot line,
- (b) 5 feet from any side Lot line except chimneys and eaves may extend four (4) feet and bay windows may extend two (2) feet closer to the side Lot lines ,
- (c) 15 feet from any side Street Lot line, on a Corner Lot,
- (d) 15 feet from the front Lot line on a cul-de-sac, and

- (e) 20 feet from the rear Lot line.

Notwithstanding the foregoing set back requirements from any front Lot line, uncovered, but not covered or enclosed porches, and terraces may extend five (5) feet closer to the front Lot line.

4.2 Determination of Lot Lines. For the purpose of this Declaration, the front Lot line of a Lot shall be deemed to be the Lot line at the Street on which the Lot abuts, except when a Residence is erected on a Corner Lot, the front Lot line of a Lot shall be deemed to be the Lot line at the Street on which the front of the Residence faces, and the Lot line at the other Street is the side Street Lot line. If any dispute arises as to what constitutes a front, rear or side Lot line, the dispute shall be submitted to the Board for its determination, and the decision of the Board shall be final.

4.3 Fence, Wall Or Hedge. No fence, wall or hedge, nor any pergola or other detached structure for ornamental purposes shall be erected or maintained on any part of any Lot in front of the building limit line or side Lot line as provided herein, unless approved by the Architectural Control Committee.

ARTICLE V EASEMENTS RESERVED

5.1 Easements on Plat. Certain easements and right-of-ways are reserved over, on and under the Lots, as shown on the Plat including, the construction, maintenance repair, replacement and reconstruction of wires, pipes, and conduits for lighting, heating, electricity, gas, telephone, and other public and quasi-public utility service purposes and for sewer and pipes of various kinds.

5.2 Underground Utilities. All utility service lines shall be underground, unless otherwise required by the applicable utility company.

5.3 Restrictions on Building in Easements. No Residence, building or other structure shall be erected or maintained on any part of any area reserved as an easement and/or right-of-way on the Plat. An Owner may erect and maintain a fence, wall, or hedge within the areas reserved as easements and/or right-of-ways on its Lot, subject to (a) the approval of such Improvements by the Architectural Control Committee, and (b) the prior right of the applicable utility companies to use such areas for utility and quasi-utility purposes, and any restrictions on use that may be applicable to such uses. No fence, wall, hedge or landscaping shall be permitted on easements or right-of-ways that would prevent each access to fire hydrants by fire protection personnel.

5.4 Drives and Sidewalks. Concrete drives and sidewalks may be constructed on the easements reserved on the Plat as long as they cross the easement at substantially right angles, and such improvements are approved by the Architectural Control Committee.

ARTICLE VI PROPERTY RIGHTS

6.1 Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided no such dedication or transfer shall be effective unless it is approved by 67% of the votes of all of the Members in Good Standing.

6.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside in the Residence on the Owner's Lot.

6.3 Owner Responsibility. Each Owner shall be responsible for any violation of the terms of this Declaration, or the other Community Documents by the Guests of such Owner, and shall be responsible and liable for damages to the Common Area and for any expense or liability incurred by the Association, which may be caused by the negligence or willful misconduct of such Owner or such Owner's Guests. Such responsibility and liability by an Owner shall be applicable notwithstanding the fact that the Guests are fully liable for their own actions and may be sanctioned independently of the Owner for any violation or damages.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS

7.1 Purpose. The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law and as set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall be amended so as to be inconsistent with this Declaration and in all cases of discrepancy these Covenants shall supersede all other Community Documents.

7.2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board of Directors may elect or appoint in accordance with its Articles and Bylaws. The Association by and through the Board shall govern and manage all Common Area and shall enforce the provisions of this Declaration.

7.3 Association Bylaws. The Board may from time to time adopt, amend, repeal and replace Association Bylaws. These Bylaws will define the process and procedures whereby the Board and Members shall conduct the normal business of the Association. The Board shall give notice to each member upon the adoption, amendment, repeal or replacement of Bylaws. Each Member shall comply with the Bylaws and shall cause all of its guests to comply. In any matters

of disagreement or inconsistencies between the Bylaws and these Covenants, the Covenants shall always reign supreme.

7.4 Membership. The Members of the Association shall be those Persons who are the Owners of Lots in the Community. The Association shall have one class of membership. Membership in the Association by Owners is mandatory. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

7.5 Votes. There shall be one membership and one vote for each Lot. When more than one person holds an interest in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as such Members determine, but in no event shall more than one vote be cast with respect to a Lot. If an Owner owns more than one Lot, the Owner shall be subject to an Assessment of the Association for each Lot owned and shall also be granted one vote for each Lot owned.

7.6 Suspension of Voting Rights. The rights of a Member to vote are subject to suspension as provided in this Declaration and the Bylaws. Only Members in Good Standing shall have the right to vote. All references in this Declaration to the votes of a particular percentage of Members shall mean such percentage of the Members in Good Standing. Voting rights may be suspended only after the Member is afforded a notice and hearing according to the process defined in the Bylaws.

ARTICLE VIII ASSESSMENTS

8.1 Assessment Lien. Every Owner of a Lot in accepting a deed or contract for deed shall be deemed to covenant and agree to pay the Association all Assessments whether or not such agreement shall be so expressed in any such deed or contract for deed. All Assessments, together with interest and reasonable cost of collection, including reasonable attorney's fees incurred by the Association, if not paid when due, shall be a charge upon the Lot against which such Assessment is made and added to and made a part of the Assessment.

8.2 Personal Obligation for Assessments. Each Assessment shall also be the personal obligation of the Persons in ownership of such Lot at the time when each Assessment was due. If there is more than one Owner of a Lot, each such Owner shall be jointly and severally liable for all Assessments against that Lot. The personal obligation for delinquent Assessments shall not pass to such Person's successors in title unless expressly assumed by them.

8.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

8.4 Budget. The Board of Directors shall prepare for an annual budget of all estimated expenses, related to or in connection with the administration, maintenance, ownership, repair, operation and improvement of the Association Property and any other duties, functions or obligations undertaken by the Association for each Assessment Year. The Board will notify the

Members in advance of the meeting of the Board at which a discussion and vote on the budget and establishment of the Annual Assessments for the next Assessment Period by the Board is going to be held.

8.5 Annual Assessment. An Annual Assessment shall be made against each Lot based upon the approved annual budget. The Annual Assessment against each Lot shall be calculated by dividing the total amount of the budget by the number of Lots. The Annual Assessment may be increased by the Board each Assessment Year not more than 10% above the Annual Assessment for the previous Assessment Year without a vote of the Members. The Annual Assessment may be increased above 10% by a vote of 67% of Members in Good Standing who are voting in person or by proxy at a meeting of the Members called for this purpose.

8.6 Assessment Period. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the Assessment Year. The Board of Directors shall endeavor to fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Assessment Year; provided, however, that the failure of the Board to so fix the amount in a timely manner shall not relieve any Person from its obligation to pay the Annual Assessments. Written notice of the Annual Assessment shall be sent to the Owners via U.S. Mail or equally reliable means of communication. The due dates shall be established by the Board of Directors.

8.7 Special Assessments. In addition to the Annual Assessments, the Association may levy, in an Assessment Year, a Special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that, any Special Assessment must be approved by the Members holding 67% of the votes of the Members in Good Standing who are voting in person or by proxy at a meeting duly called for this purpose.

8.8 Rate of Assessment. Both Annual and Special Assessments shall be fixed at uniform rate for all Lots and may be collected on a periodic basis, as determined by the Board.

8.9 Certificate of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

8.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A delinquent Member shall also be liable for all costs, including reasonable attorney's fees, which may be incurred by the Association in collecting a delinquent Assessment (regardless of whether the Association has commenced a legal proceeding) or in foreclosure of an Assessment Lien. The Association may, in addition to any other remedies provided in this Declaration or under any Law, enforce the obligation to pay an Assessment by

suit or foreclosure of the Assessment Lien, in the same manner as a mortgage on real property in Colorado, or as otherwise set forth in this Declaration. Any Person, including the Association and any Member, shall be entitled to purchase the Lot at any foreclosure sale.

8.11 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. In the case of a first mortgage foreclosure, the Association shall collect the maximum assessments due and allowed for under Colorado law.

8.12 Offsets, Reductions, Waivers, & Deferrals. Except as specified below, offsets or reductions in Assessments shall not be permitted for any reason, including any claim that the Association or Board is not properly exercising its duties and powers under this Declaration, by reason of any Owner not using the Common Area or by abandonment of its Lot, or for any other reason.

8.13 Waiver of Homestead Exemption. The Assessment lien on a Lot shall be superior to any homestead exemption that is now or may hereafter be provided by any applicable Law. The acceptance of a deed to a Lot shall constitute a waiver by the Owner of such Lot of the homestead exemption against all Assessments.

8.14 Costs of Collection. All interest on Assessments, together with interest thereon, reasonable costs of collection including reasonable attorney's fees, will be deemed to be a part of the Assessment and subject to the Assessment Lien.

ARTICLE IX ARCHITECTURAL REVIEW

9.1 Restriction on Improvement Activity. Except as otherwise provided in this Declaration, no Improvement Activity shall be permitted on any Lot unless such Improvement Activity is approved by the Architectural Control Committee prior to the commencement of such work.

9.2 Architectural Control Committee Membership. The Architectural Control Committee shall be composed of at least three (3) members in good standing appointed by the Board. The Board may elect to act as the Architectural Control Committee and the chair of the committee shall be a member of the Board. Additional members of the Architectural Control Committee must be owners of property in Andover Glen. The committee may hire outside consultants (an architect, for example) but they will not be voting members of the committee. Only one person from any household in the Association will be on the Architectural Control Committee at the same time.

9.3 Duties and Powers. The Architectural Control Committee shall have and exercise all the powers, duties and responsibilities for such committee set out in this Declaration and as otherwise delegated to it from time to time by the Board.

9.4 Variances. The Architectural Control Committee may not, at its sole discretion, allow substantial variances to any of the architectural and other restrictions contained in this Declaration. Allowance of substantial variances shall require a vote of the Association where at

least fifty (50) percent of the Owners must take part in any such vote, and sixty-seven (67) percent of that vote will be required to approve the variance. Approval of any single variance shall not automatically deem any similar variances as automatically approved, but they shall in all cases require a separate and similar voting procedure.

9.5 Architectural Submission Requirements. The Board may adopt Architectural Submission Requirements and specify them in the Bylaws for the review of any architectural or major landscape change. These requirements may include information concerning the nature of the improvement, material samples, reports, plans, specifications and other information that may be necessary for use by the Architectural Control Committee to make an informed decision on approval or disapproval of the improvement. These requirements must be clearly specified in the Bylaws and must not be unreasonable or administered in an inconsistent manner.

9.6 Completion of Improvements. No Residence shall be occupied in any other manner prior to completion and the issuance of any required Certificate of Occupancy by the applicable Governmental Authorities. The work of constructing the Residence or any other Improvements on a Lot shall be prosecuted diligently from the commencement thereof until completion. The Architectural Control Committee may, as a part of its approval of an Improvement Activity, establish a deadline for the commencement and completion of such Improvement Activity.

9.7 Failure to Comply. If the Architectural Control Committee finds that the Improvement Activity was not done or is not being undertaken in substantial compliance with the Approved Plans or any Improvement Activity was or is being undertaken without first obtaining approval from the Architectural Control Committee, written notice will be sent by the Board to such Owner specifying the noncompliance and requiring the Owner to cure such noncompliance. If the Owner fails to cure the noncompliance or to enter into an agreement to cure on a basis satisfactory to the Architectural Control Committee within thirty (30) days of such notice or any extension thereof as may be granted, the Board may, at its option and at the Owner's expense, require that all work cease until the non-complying improvement is removed or the noncompliance is cured. The failure of the Board to give prompt notice of noncompliance shall not be a defense to an Owner's failure to comply. The Owner shall reimburse the Association upon demand for all costs and expenses, including reasonable attorney's fees, incurred by the Architectural Control Committee in taking corrective action, all of which costs and expenses will be assessed as an Individual Assessment.

9.8 Limitation on Association Review. The approvals required under this Declaration are for the sole benefit of the Association and not the Owner requesting such approval. Notwithstanding any other provision in this Declaration, or any other Community Documents, the Architectural Control Committee, the Board of Directors and their respective members and the Association shall not be responsible for: (a) determining that any construction or Improvement Activity or Improvement Activity documents conform to or comply with applicable building codes, zoning or other land use regulations, or any other Laws, (b) the accuracy or content of any Improvement Activity documents prepared by any architect, engineer or any other Person, (c) construction means, methods, techniques, sequences or procedures, safety precautions or subsequent loss, damage or failures due to soil or any other natural or man-

made conditions that may exist, or (d) any failure to carry out any construction in accordance with the approved plans.

9.9 Failure to Act. If the Architectural Control Committee fails to approve or disapprove any application for an improvement activity within sixty (60) days after the full application, all necessary supporting documents, samples, and outside consultant recommendations if necessary, have been acknowledged in writing to the applicant as fully received by the Architectural Control Committee, then the improvement activity set forth in such application may be deemed as *provisionally* approved, and the Owner may make such improvements subject to full compliance with the all other terms of this Declaration and the other Community Documents. If the owner proceeds under this Failure to Act provision and full compliance with this Declaration and other Community Documents are found as not fully met, the Association retains the full right to enact, by whatever legal means necessary, the removal and/or modification of all related improvements at the Owner's sole expense.

9.10 Consultants. The Board or the Architectural Control Committee shall have the authority to use the service of an architect, engineer or some other professional as a consultant, and to condition its review of the Owner's application upon the Owner's agreement to pay the cost of such consultant. The consultant shall not have a right to vote on whether to accept or reject upon the application or the plans and specifications.

ARTICLE X ENFORCEMENT

10.1 Enforcement. The Association shall have the right and power after Notice and Hearing, if required under the Board's policies, to bring suit in its name for legal or equitable relief for any failure to comply with any provisions of this Declaration or any other of the Community Documents. The right of enforcement shall include the right to bring an action for damages as well as any equitable relief, including any action to enjoin any violation or specifically enforce the applicable provision or any other provision of Community Documents. No lawsuit shall be filed and no other judicial or administrative proceeding shall be commenced by any enforcing party until the enforcing party has complied with the dispute resolution provisions in this Declaration and the other Community Documents. The Association shall have no obligation to enforce or to see to the enforcement of all or any of the terms of this Declaration or any other Community Documents, and shall have no liability to any Person for any default under this Declaration by any Member or any failure by any Person to enforce any of the terms of the Declaration.

10.2 Enforcement Action and Sanctions. Following Notice and Hearing, the Association shall have the right to suspend the voting rights of a Member; to suspend the use of the Common Area; to bring an action for damages as well as any equitable relief, including any action to enjoin any violation or specifically enforce the applicable provision or any other provision of Community Documents, including reasonable fees for the recovery of legal costs and remedies against the Owner and its lot. The foregoing actions shall be in addition to any rights or remedies available to the Association under this Declaration, the other Community Documents and under any Laws or in equity.

10.3 Notice and Hearing. The Board of Directors will not impose any fine, suspend voting or suspend any rights of a Member or Guest for violations of this Declaration, or any other of the Community Documents, unless the applicable Member or other Person is given Notice and Hearing, if required, in the manner provided in the Bylaws. Each Owner, by accepting a deed or contract for deed to its Lot agrees that it is reasonable for a suspension of voting rights or other rights to be imposed upon any such violations.

10.4 Persons Entitled to Enforce Declaration. The Association (acting by authority of the Board) shall each have the right to enforce any or all of the terms of this Declaration and the other Community Documents against any or all of the Members and their Guests. An Owner shall have the right to enforce any or all of the terms of this Declaration only if it has requested the Association to bring an enforcement action and the Board has refused to do so.

10.5 Binding Effect and Waiver. All Persons, including all Members, Guests and all Mortgagees, and all other Persons using, occupying or claiming any interest in a Lot, shall be bound by and shall strictly comply with the provisions of this Declaration and the other Community Documents.

10.6 No Implied Waivers. The failure of the Association, the Board, or the Architectural Control Committee, or any member, to insist upon the strict performance of any provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision or the enforcement thereof.

10.7 Failure to Enforce. No Person, including the Association, the Board, the Architectural Control Committee, any Members of the Board or the Architectural Control Committee, any Owner, or any agent, director or employee of any of them, shall be liable to any Member or any other Person for failure to enforce any of the terms of this Declaration or any other Community Documents.

10.8 Violations Constitute a Nuisance. Any violation of any provision, covenant, or Restriction contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association in the manner provided in this Declaration.

10.9 Attorneys Fees. The Association, or any Owner who obtains a judgment that any Person is violating any of the Restrictions, shall, in addition to any other relief that might be warranted, be entitled to a reimbursement for the costs and expenses incurred in the action to obtain judgment, including reasonable attorney's fees.

10.10 Remedies Cumulative. All remedies provided for enforcement of Assessments in this Declaration shall be cumulative and shall be in addition to any and all other remedies available at law or in equity.

ARTICLE XI TERM AND AMENDMENTS

11.1 Term. The term of this Declaration shall be perpetual, unless terminated in the manner provided in this Declaration. If any provision of this Declaration is subject to the rule of law commonly known as the rule against perpetuities, it is the intent of all Members that this Declaration and all terms hereof (including all Restrictions) shall continue and remain in full force and effect for the maximum period of time permitted by Law.

11.2 Amendment. Except as otherwise provided in this Declaration, any provision of this Declaration may be amended at any time and from time to time upon approval of the amendment by the vote of Members holding at least 67% of the votes of the Members in Good Standing. The amendment shall be effective upon the recording in the real estate records of the Clerk and Recorder of Arapahoe County, Colorado of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association or any other authorized officer of the Association, setting forth the amendment in full and certifying that the amendment has been approved by the requisite vote of the Members as provided herein. The term "amendment," as used in this Article, includes any change, modification, repeal or addition to this Declaration.

11.3 Annexation. Additional residential property and Common Area may be annexed and added to the Community only by an amendment to this Declaration.

ARTICLE XII INDEMNIFICATION

12.1 Costs and Attorney's Fees. If any proceedings are instituted in a court of law in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party in such proceedings shall be awarded by the court reimbursement of its costs and expenses, including reasonable attorney's fees, in connection therewith. In connection with any claim in which a Member is alleged to have violated any of the Community Documents, if the Court finds the Member prevailed because the Member did not commit the alleged violation, then, to the extent required by CCIOA, the Association shall be precluded from allocating to the Member's account any of the Association's costs or attorney's fees incurred in asserting the claim.

12.2 Exhibits. All schedules, exhibits and addenda attached to this Declaration and referred to in this Declaration shall for all purposes be deemed to be incorporated in this Declaration by reference and made a part of the Declaration in the same manner as if set forth in their entirety in this Declaration.

12.3 Headings. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing or interpreting any of the provisions of this Declaration.

12.4 CCIOA Not Applicable. Notwithstanding various references in this Declaration to CCIOA, nothing contained herein shall be deemed to be an election to have the Community governed by CCIOA under Section 118 of CCIOA.

12.5 Conflict of Documents. In case of any conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In case of any conflict between the Articles and Bylaws, the Articles shall control.

12.6 Binding Effect. This Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and all Owners and their respective successors and assigns.

12.7 Recording. This Declaration shall be Recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, shall run with the land and shall affect all of the Properties.

12.8 Certification of Approval. The undersigned officers of the Association hereby certify that this Declaration, including all of the amendments in this Declaration, have been approved by the affirmative vote of Owners of Lots to which 67% of the votes of the Association are allocated in accordance with Section 2.17(i) of CCIOA.

12.9 Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

[Signatures to follow on next page.]

THIS DECLARATION is executed to be effective as of the date of set forth in the first paragraph of this document, notwithstanding the date of actual execution by the parties hereto.

ANDOVER GLEN HOMEOWNER ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: Randy Simpson
President

ATTEST

By: Anne Stellman
Secretary

STATE OF COLORADO)
) ss
COUNTY OF Aspen)

The foregoing was acknowledged before me this 21st day of July, 2011, by Randy Simpson as President of Andover Glen Homeowners Association, Inc. and Anne Stellman as Secretary of Andover Glen Homeowner Association, Inc., a Colorado nonprofit corporation.

GEORGE BRANTLEY
My Commission Expires
11/2/2013

Witness my hand and official seal.
My commission expires: _____

George Brantley
Notary Public

ADDENDUM A

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of that part of the Southwest Quarter of Section 7, Township 5 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, containing all of Block 1, those portions of Block 3, and the North half of Blocks 6 and 7, East of Parker Road (C.S.H. 83) all in the Villa Sites Subdivision, City of Aurora, County of Arapahoe, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Block 1; thence N 89 ° 53' 00" W, 1702.64 feet along the North line of said Blocks 1, 2 and 3, to a point on the East right-of-way line of Parker Road (C.S.H. 83); thence proceeding along the East right-of-way of Parker Road the following courses, S 81° 52' 45" E, 225.30 feet; thence S 27° 25' 15" E, 553.77 feet to the point of intersection of the East right-of-way of Parker Road and the East-West Centerline of said Blocks 6, 7 and 8; thence S 89° 55' 13" E, 894.5,1 feet to the Center of said Block 8; thence S 0° 11' 28" W, along the North-South centerline of said Block 8, 338.22 feet to a point on the South line of said Block 8; thence S 89° 56' 00" E, 306.42 feet to the Southeast corner of said Block 8; thence N 0° 10' 26" E, 1292.50 feet to the Point of Beginning, containing 1,483,206 square feet or 34.0497 acres, more or less, have laid out, platted and subdivided the same into lots, blocks and tracts as shown on this plat under the name and style of SUNDOWN SUBDIVISION, Filing No. 1, and by these presents do grant to the City of Aurora, State of Colorado, for the perpetual use of public, Tracts B and C and the streets and easements shown hereon and not previously dedicated for public use. The undersigned Owners for themselves, their heirs, successors and assigns, covenant and agree with the City of Aurora, that no structure constructed on any portion of the platted land shown hereon, shall be occupied or used unless and until all public improvements as defined by Title VIII, Chapter 18 of the City Code are in place and accepted by the City, or cash funds or other security for the same are escrowed with the City, and a Certificate of Occupancy has been issued by the City. Recording of the Certificate of Occupancy shall be prima facie evidence that the foregoing conditions have been complied with.

Right of way for ingress and egress for service and emergency vehicles is granted over, across, on or through any and all private roads and ways now or hereafter established on the described property, and the same are hereby designated as fire lanes and emergency and service vehicle roads, and shall be posted "No Parking - Fire Lane."

ADDENDUM B

Tract A; SUNDOWN SUBDIVISION

A tract of land within the Southwest Quarter of Section 7, Township 5 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, within the Sundown Subdivision, Filing No. 1, more particularly described as follows:

Beginning at the Northeast corner of Sundown Subdivision, Filing No. 1; thence N 89° 53' 00" W, along the East-West Center line of said Section 7, 958.88 feet to the True Point of Beginning; thence S 29 55' 18" E, 134.02 feet to a point on a curve; thence along curve to the left 56.22 feet, said curve having an internal angle of 4° 55' 26", a radius of 654.22 feet, and a chord which bears S 78 02' 43" W, 56.21 feet; thence N 49° 13' 34" W, 83.36 feet, thence N 74° 36' 46" W, 70.00 feet thence S 65° 14' 38" W, 203.00 feet to a point on the Easterly right-of-way line of Parker Road (C.S.H. 83); thence along said Easterly right-of-way line the following courses and distances, N 27° 25' 30" W, 200.10 feet; thence N 31 52' 45" W, 225.30 feet; thence S 89° 53' 00" E, along the East-West Centerline of said Section 7, 743.76 feet at the True Point of Beginning, containing 162,069 square feet or 3.7206 acres, more or less.