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CAROL SNYDER  
ADAMS COUNTY

COVENANTS FOR THE  
ESTATES AT BROMLEY SUBDIVISION  
NORTH AND SOUTH

44

**Master Declaration  
of  
Covenants, Conditions and Restrictions for  
Estates at Bromley North and South Homeowners Association**

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**MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF ESTATES AT BROMLEY  
NORTH AND SOUTH**

This MASTER DECLARATION of Covenants, Conditions and Restrictions of Estates at Bromley North and South SUBDIVISIONS are made this 1<sup>st</sup> day of Nov., 2001 by Adams North Ltd. Liability Company (hereinafter "Grantor").

**RECITALS**

A. Grantor is the owner of certain real property in the County of Adams, State of Colorado, which is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which described property is intended to be subdivided in whole or in part by the Grantor through separate subdivision filings and at the time of filing each subdivision each such subdivision plat, Grantor, without the necessity of approval of any other Lot or property owner, may record a "Notice of Applicability" of this Master Declaration with a legal description of that portion of the property described on Exhibit "A" as the Grantor intends such described property to be subject to this Master Declaration. Furthermore, as long as Grantor retains any ownership interest in any parcel within the Estates at Bromley Subdivision, Grantor may, without the necessity of approval of any other Lot or property Owner, record a "Notice of Inclusion" of

this Master Declaration with a legal description of other property not described as being within Exhibit "A" as the Grantor intends such described additional property to be subject to this Master Declaration. All reference herein to "EB" or to "the Property" shall be construed to mean that portion or all of the property described on Exhibit "A" for which Notice of Applicability has been recorded, and all property not included in the description on Exhibit "A" for which Notice of Inclusion with a separate legal description has been recorded.

B. EB is an area of unique natural beauty, featuring distinctive terrain. It is the desire and intent of Grantor to create a community in which such beauty shall be substantially preserved and, for the enjoyment and convenience of the persons living on the property. These covenants, conditions and restrictions, all of which are hereinafter included in the term "Master Declaration," are intended to secure such objectives.

**DECLARATION**

NOW, THEREFORE, effective upon recording of Notice of Applicability with legal description(s) of such portion(s) of all of the Property described on Exhibit "A," and recording of Notice(s) of Inclusion with a separate legal description to which Grantor hereby intends this Master Declaration to apply, Grantor hereby declares that the Property

described in the Notice(s) of Applicability and/or Inclusion herein provided for is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of, and the same shall constitute, a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Property, and to enhance the value, desirability and attractiveness of the Property.

This Master Declaration shall run with that portion of the Property for which an Estates at Bromley Subdivision North and South plat is filed and a Notice of Applicability is recorded, and for which another subdivision plat and a Notice of Inclusion is recorded; shall be binding upon all persons having or acquiring any interest in that portion of the Property after a Estates at Bromley North and South Subdivision plat is filed and a Notice of Applicability is recorded, and for another subdivision plat where a Notice of Inclusion is recorded; shall inure to the benefit of and be binding upon and every interest therein after filing of an Estates at Bromley North and South Subdivision plat and recording of a Notice of Applicability on that portion of the Property, and for another subdivision plat where a Notice of Inclusion of Applicability is filed; and shall inure to the benefit of, be binding upon, and be enforceable by Grantor, its successors in interest, each Owner and his successors in interest, and the Master Association and its successors in interest, on that portion of the Property for which an

Estates at Bromley North and South Subdivision plat is filed and a Notice of Applicability is recorded, and for another subdivision plat where a Notice of Inclusion is filed.

Said Master Declaration shall not be affected or have any affect on any portion of the Property, if a Estates at Bromley North and South Subdivision plat is not filed and a Notice of Applicability is not recorded on that portion of the Property, nor on any other subdivision plat where a Notice of Inclusion is not filed.

#### **ARTICLE I DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified.

ARCHITECTURAL (AND ANIMAL) CONTROL COMMITTEE (hereinafter sometimes "Committee") shall mean the committee created pursuant to Article VIII hereof.

ARCHITECTURAL (AND ANIMAL) CONTROL COMMITTEE RULES (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee pursuant to Section 8.03 hereof.

ARCHITECTURAL REVIEW PROCESS shall mean that the standards and guidelines for any construction whatsoever on EB property shall be previously approved by the Architectural Control Committee.

ARTICLES shall mean the Articles of Incorporation of the Estates at Bromley North and South Master Association which have been or will be filed in the office of the Secretary of the State of Colorado, as the same may from time to time be amended.

ASSESSMENTS shall mean assessments of the Master Association and includes both regular and special assessments. An ASSESSMENT shall have the meaning set forth in Section 6.06A hereof.

ASSOCIATION PROPERTY shall mean all real and personal property now or hereafter owned by or leased to the Master Association.

BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust. BOARD shall mean the Board of Directors of the Master Association, and in the absence of an elected board should mean the Master Association.

BYLAWS shall mean the Bylaws of the Master Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

EB shall mean all real property described on Exhibit "A" to this Master Declaration. EB shall mean Estates at Bromley South and Estates at Bromley North.

EB MAINTENANCE FUND shall mean the fund created for the receipts and disbursements of the Master Association, pursuant to Section 9.01 hereof.

EB RESTRICTIONS shall mean this Master Declaration together with any and all Supplemental Declarations

which may be recorded pursuant to Article II hereof, as this Master Declaration or said supplemental Declarations may be amended from time to time, together with the EB Rules from time to time in effect, and the Articles and Bylaws of the Master Association from time to time in effect.

EB RULES shall mean the rules adopted by the Board pursuant to Section 6.05F hereof, as they may be amended from time to time.

DEED OF TRUST shall mean a mortgage or a deed of trust, as the case may be.

GRANTOR shall mean Adams North Ltd. Liability Company and its successors by corporate merger or dissolution.

GREENBELT AREAS shall mean areas designated by Grantor to be held or maintained as common access paths, if any, and wetland open-space areas for the benefit of all Members, subject to fees and other charges, or otherwise conditioned or restricted, and made available to non-members on such terms and conditions as the Board may determine.

IMPROVEMENT shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees



and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

ISDS shall mean an "individual sewage disposal system" designed and installed to provide sewage disposal service for any structure on a Lot, within the subdivision, including septic tanks, leach fields, piping, and any other appurtenances to such a system, as defined by the TCHD regulations.

WATER SYSTEM shall mean a joint use common well and water irrigation system installed by the developer. This water system will provide outside irrigation for each lot with a maximum outside irrigation of 4,000 square feet (less for more than 4 horses). Fees for this system initially for Bromley South will be \$6,000. The cost for the water system are subject to change without notice. See Exhibit "B".

DOMESTIC WATER SYSTEM shall be the drilling of individual water wells by the developer upon receipt and approval of a site plan from each lot purchaser(owner). These wells will be permitted and drilled by the developer into the Lower Arapaho aquifer. The tap fee for each well shall be \$5,000. The completion of each well shall be the responsibility of the lot purchaser (owner). Should the lower Arapaho aquifer not provide sufficient domestic water, the developer will drill and pay for a water well in

other aquifers. See Exhibit "B".

LOT shall mean any unit of land which is designated on any recorded Subdivision plat, whether or not improved, for a single-family residence.

MAJOR DEVELOPER shall mean any person or persons designated as such by Grantor.

MANAGER shall mean the person, firm or corporation employed by the Master Association pursuant to Section 6.06G and delegated the duties, powers or functions of the Association pursuant to said Section.

MASTER ASSOCIATION (herein sometimes "Association") shall mean EB Master Association, the nonprofit Colorado corporation described in Article VI hereof, and its successors.

MASTER DECLARATION (herein sometimes "Declaration") shall mean this instrument as it may be amended from time to time.

MEMBER shall mean any person who is a member of the Master Association pursuant to Section 6.02 hereof.

MORTGAGE shall mean any mortgage or deed of trust given to secure the payment of a debt.

NOTICE AND HEARING shall mean ten day's written notice, given as provided in Section 8.07, and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

OUTLOT shall mean an Outlot or Tracts that are designated on any recorded Subdivision plats, if any. Outlots or Tracts are for the primary benefit of the Owners of said Outlots or Tracts for agricultural purposes, excluding construction of a single-family residence. All outlots or Tracts shall be owned by the HOA, but may be owned by a nonprofit corporation consisting of Lot Owners within the subdivision, or an unincorporated association of Lot Owners within the subdivision in which all such Owners shall be entitled to membership, or by Adams County for open space.

OWNER shall mean (1) the person or persons, including Grantor, holding an aggregate fee simple interest in a unit of land, or (2) the purchaser of an aggregate fee simple interest in a unit of land under an executory contract sale.

PERSON shall mean a natural individual or any other entity with the legal right to hold title to real property. PLANS AND SPECIFICATIONS shall mean any and all documents designated to guide or control the Improvement or other proposal in question, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement or proposal in question.

RECORD, RECORDED, AND RECORDATION shall mean, with respect to any document, the recordation of such document in the office of the Clerk and Recorder of the county wherein the land lies.

SUBDIVISION shall mean a parcel of land which has been shown on a final and recorded subdivision plat pursuant to C.R.S. Chapter 106, Article 2, as amended.

SUPPLEMENTAL DECLARATION shall mean any declaration of covenants, conditions and restrictions which may be hereafter recorded by Grantor.

TCHD shall mean the Tri-County Health Department which is the local County Health Department charged with regulating the installation and maintenance of ISDS's.

## **ARTICLE II DEVELOPMENT OF ESTATES AT BROMLEY**

**SECTION 2.01 Subdivision and Development by Grantor.** Grantor intends to divide EB into several areas, to develop some of said areas and, at Grantor's option, and may dedicate some of said areas as Out lots, Greenbelt Areas, or for other purposes for the benefit of the developed areas, in accordance with a master plan for the Property. It is contemplated that the Property will be developed pursuant to such master plan, as it may from time to time be amended or modified, in which the development of, and restrictions upon, each portion thereof will benefit each other portion and the whole thereof.

**ARTICLE III  
GENERAL RESTRICTIONS**

All real property within EB shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

**SECTION 3.00 Aircraft Activity.**

No portion of the Estates at Bromley South or North Phase 1 or 2 are located in the Denver International Airport Aviation Easement area. In general, there are to be no aircraft flying over the development. However, due to weather and wind variations and other variables which affect landing or takeoff patterns, there will be aircraft which cross the airspace above the development on occasion.

**SECTION 3.01 Antennas.** Except for any which may, at Grantor's option, be erected by Grantor or Grantor's designated representative, no exterior radio or television antenna or aerial shall be erected or maintained in EB without the prior written approval of the Architectural Committee.

**SECTION 3.02 No Further Subdividing.**

Except for initial division and conveyance by Grantor of Lot(s), (and Out lots or green-belts access paths if any), no other Property shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof. Further, that nothing herein shall be deemed to require the approval of the Architectural

Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

**SECTION 3.03 Insurance Rates.**

Nothing shall be done or kept in EB which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in the EB which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

**SECTION 3.04 Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee; provided, however, that signs not more than three feet by two feet may be displayed on or from a residence advertising the residence for sale or lease.

**SECTION 3.05**

**A. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within EB and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security

devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

**B. Operation of Motorized Vehicles or Other Noise Generating Equipment.**

Except for lawn, garden and farm equipment, no noise generating equipment is allowed to be operated on the premises. By way of example, prohibited vehicle, recreational and hobby-type equipment uses include, but is not limited to, motor bikes, motorcycles, snow mobiles, gas or other fuel powered model airplanes or other hobby or recreational type equipment. The intent of this provision is to restrict and prohibit the use of any noise generating type of equipment that is non-essential to the reasonable care and upkeep of the premises and constitutes a nuisance. Properly licensed vehicles used for normal and customary transportation uses to and from the premises are excepted from this restriction provided those uses do not occur off driveway areas. There will be a \$100 fine for each violation of this provision assessed against the lot owner and enforced pursuant to the provisions of Article 3.08 of the Estates at Bromley Covenants.

**SECTION 3.06 Repair of Buildings.**

No Improvement hereafter constructed upon any land within EB shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

**SECTION 3.07 Improvements and Alterations.**

There shall be no

construction other than repairs pursuant to Section 3.06 above, excavation, alteration which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior approval of the Architectural Committee.

**SECTION 3.08 Violation of EB Rules.**

There shall be no violation of the EB Rules. If any Owner or his family or any guest, licensee, lessee or invitee of such Owner or his family violates the EB Rules, the Board may invoke any one or more of the following remedies: (a) impose a special charge upon such Owner of not more than Fifty Dollars for each violation; (b) suspend the right of such Owner and his family, guests, licensees, lessees and invitees to use Association Property (if the Association has any Property) under such conditions as the Board may specify, for a period not to exceed thirty days for each violation; (c) cause the violation to be cured and charge the cost thereof to such Owner; and (d) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the Board shall give such Owner Notice and Hearing except that the Board may suspend the right of any Owner and his family, guests, licensees, lessees and invitees without Notice and Hearing for any period during which any Assessment owed by such Owner is past due and unpaid. Any assessment or charge imposed under this Section 3.08 which remains unpaid for a period of thirty days or more, shall become a lien upon the Owner's land upon its inclusion in a recorded notice thereof and may be collected as provided in Article IX below for the collection of other Assessments.

**SECTION 3.09 Drainage.** There shall be no interference with the established drainage patterns or within designated drainage easements as dedicated on Subdivision plats over any property within EB, except by Grantor, unless adequate provision is made for proper drainage and approved by the Architectural Committee and is acceptable to Adams County.

**SECTION 3.10 Required ISDS Maintenance by Homeowner.** Septic tanks shall be inspected by the homeowner or the HOA every two (2) years, and pumped at a minimum every four (4) years. Disposal field areas shall be inspected monthly by the homeowner. If ponded water is observed, the septic tank should be inspected, and if needed, pumped. No fences, driveways, walkways, horse or stock pens, buildings, or irrigated landscaping shall be planted over disposal field area. A non-irrigated grass vegetative cover shall be planted over disposal field areas.

**SECTION 3.11 No Hazardous Activities.** No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property except in a contained outdoor cooking unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

**SECTION 3.12 No Temporary**

**structures.** No tent, shack temporary building, or temporary living quarter facility such as trailers or campers improvement or other structures shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Grantor or the ACC, such approval to include the nature, size and location of such structure.

**SECTION 3.13 Noise Restriction.** Noxious noises created by construction, building, mowing and other noisy activity shall cease after 9 p.m. and not begin before 7 a.m. all days of the week.

**SECTION 3.14 Lot Maintenance.** Weeds must be mowed if height exceeds ten (10) inches. Individual lots may request various exceptions to this restriction with approval by the HOA. Any and all blowing trash must be picked up immediately. All manure must be removed once a month. Fines will be assessed up to \$50.00 a day for each day such action is not completed to the satisfaction of the Committee. Said fines can become a lien on the Lot and/or the home.

**SECTION 3.15 Animals.** Except by permission of the Committee, after consultation and written approval of adjacent Lot Owners, only four (4) cats, three (3) dogs, and six (6) horses or other large allowable animals per Lot shall be allowed on any Lot within the subdivision. In no event shall the total number of any animal group, or cumulative number, be greater than that number

permitted by these restrictions. All animals shall be contained on the Lot or Outlot premises or under control of the resident and/or Owner of the Lot or Outlot at all times. The HOA may impose fines of up to \$50.00 per day for animals not under control, and animals not contained on the Lot Owner's premises. All animal food and wastes shall be handled and disposed of in a sanitary manner and shall not cause an annoyance or nuisance to any adjacent Lot resident and/or Owner. Some adjustment must be made for more than six (6) horses for outside irrigation quotas. Special circumstances, such as 4-H projects involving selected animals, will be considered on an individual basis. Consideration to the amount of time a given project is to include, confinement and care of such project animals and related matters all become factors in the Architectural Control Committee's decisions regarding the acceptance of animals other than those customarily accepted into the subdivision. Such animals as Calves, etc., may be included in this special circumstance provision.

**SECTION 3.16 Vehicle Storage.** Only homeowner vehicles may be stored on a Lot in the rear of each lot. A vehicle not owned by a homeowner shall be removed from a Lot within 24 hours.

**SECTION 3.17 No Mining and Drilling.** No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, (see Paragraph 3.24 for oil and gas extraction), minerals of any kind, rocks, stones, sand, gravel, aggregate or earth,

except that Grantor or the Master Association may, by appropriate written permit, grant, license or easement, allow the drilling of wells for the extraction of water; and except that Grantor and/or the Master Association may, by appropriate written permit, grant, license or easement, allow any of the foregoing activities to the extent permitted by applicable zoning; and except those oil and gas rights leased previous to this document. See Section 3.24.

**SECTION 3.18 Water Usage.** Usage of the community irrigation water system shall be limited to not more than 4,000 square feet of outside irrigation. Such water may not be utilized for any purpose, other than ordinary outside irrigation use, the watering of up to six domestic animals. See Exhibit B.

**SECTION 3.19 Water Systems & Expenses** Domestic or inside water use will be individual water wells drilled into the Lower Arapaho aquifer. The developer will collect \$5,000 for the drilling of these wells at closing from each lot purchaser and upon receipt of a site plan from each lot owner, the developer will permit and drill a water well that will be adequate for domestic usage for each lot. After drilling the well, the lot owner will complete the well system and construct any and all water lines to the residence. A community irrigation well system will be constructed by the developer and a valve (curb stop) will be constructed and placed on the street side of each lot. The cost of the community irrigation well system is \$6,000 per lot and will be collected at closing. Expenses including

maintenance for the use of the community irrigation system shall be paid by the HOA dues paid by each lot owner. Lawn watering shall be staggered as follows: even numbered lots shall irrigate only on Monday, Wednesday and Friday, and odd numbered lots shall irrigate only on Tuesday, Thursday, and Saturday. Subject to other requirements within these EB Restrictions and subsequently adopted EB Rules, the keeping of four additional animals shall be allowed for each 1,000 square feet of outside irrigation area relinquished from irrigation entitlement. Expenses for maintenance services of the community irrigation well systems consisting of inspection, testing, repairs and/or replacement as needed shall be paid for out of the EB Maintenance Fund, if this method of payment of electric service is determined to be more appropriate by the Association. In addition to the above mentioned general restrictions, the Association may also adopt and enforce additional rules to regulate any use of a community well system or well systems that would affect other lot owners on the same community well system or other adjacent community well systems. See Exhibit "B".

**SECTION 3.20 Vehicles.** The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, motor homes, trailers, bicycles, buses, campers, recreational vehicles, motorcycles, wagons, sleighs, and snowmobiles, shall be subject to the EB Rules, which may prohibit or limit the use thereof within specified parts of EB, and which may also provide parking regulations and adopt other

rules regulating the same.

**SECTION 3.21 Construction Activities.** This Master Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities of Improvements by any Owner upon property within EB, provided that when completed such Improvements shall in all ways conform to this Master Declaration and having completed and approved plans by the Architectural Review Process. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. A waiver may, but need not be recorded.

**SECTION 3.22 Exemption of Grantor.** Notwithstanding anything in this Master Declaration to the contrary, neither Grantor nor any of Grantor's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of

the preceding sentence, this Master Declaration shall not prevent or limit the right of Grantor to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, all anywhere on the Property.

**SECTION 3.23 Assignment by Grantor.** Any other provision of this Master Declaration to the contrary notwithstanding, Grantor may assign in whole or in part any of its privileges, exemptions, rights and duties under this Master Declaration to any other Person and may permit the participation in whole or in part by any other Person in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Grantor may exempt any Person from the control and jurisdiction of the Architectural Committee.

**SECTION 3.24 Oil and Gas Extraction.** Certain oil and gas leases exist on the property and several sites have been set aside for future drilling. These sites may be designated on the final plat and so designated on the lots they impact. Other oil and gas zones are prevalent on EB, and the Grantor cannot at this time represent that these zones will not be utilized for drilling purposes. Oil and gas wells exist on certain lots and will remain on these lots. Oil well equipment exists on Lots 2 and 4 on Bromley North, and Lots 6,7

and 15 on Bromley South. Oil or gas wells exist on Lots 4,7 and 14 on Bromley North and on Lots 6,7,15 & 16 on Bromley South. Certain designated sites for oil and gas drilling will be set aside, Lot 9 on Bromley North and Lots 1,3,6,7,9, & 16 on Bromley South. These wells and equipment will remain on these lots indefinitely. Based on industry information, it seems unlikely that further oil & gas well development will occur, however, the areas of such an occurrence have to be identified according to regulations.

#### **ARTICLE IV PERMITTED USES AND RESTRICTIONS RESIDENTIAL AREAS**

**SECTION 4.01 Residential and Outlot Areas.** All property within any residential area (excluding any Greenbelt Access Paths in such residential area, if any) shall be improved and used solely for residential use; except that any Outlot Areas may not be used for homesite construction but may be improved with fences, pens, sheds, and outbuildings, and used for passive and active agricultural purposes subject to the same restrictions for the primary benefit of the Owners and occupants of Lots in such residential area.

**SECTION 4.02 Improvements and Use.** Except as provided in Section 4.01 hereof, no Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family and its servants and occasional guest, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence; provided, however, that separate guest houses, and



servants' quarters, and barns, stables and corrals may be erected on any Lot as permitted by the appropriate authority and the applicable zoning.

**SECTION 4.03 Residential Use; Rentals.** No residence on any Lot shall be used for any purpose other than single-family residential purposes. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short- or long-term basis subject to all the provisions of the EB Restrictions. No commune, co-operative or similar type living arrangement shall be permitted anywhere on EB.

**SECTION 4.04 Animals.** No commercial kennel, other facility for raising or boarding dogs, horses, cats, or any other animals or facility for commercial breeding any animal shall be allowed on any Lot or Outlot.

**SECTION 4.05 Unsightly Article.** No unsightly article shall be permitted to remain on the front of any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in the rear of each lot, or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any

automobile, other than minor emergency repairs, except in an enclosed garage or other structure; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, sorted or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view; and liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

#### **ARTICLE V PERMITTED USES AND RESTRICTIONS OTHER AREAS**

**SECTION 5.01 Greenbelt Areas.** Any other provision of this Master Declaration to the contrary notwithstanding, no land within any Greenbelt Areas shall be improved by any Improvement, used or occupied except in such manner as shall have been approved by Grantor in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Grantor may delegate its right to grant such approvals to the Board. No approval shall be granted which would be in contravention of the zoning then in effect for the area in question.

## ARTICLE VI

### ESTATES AT BROMLEY MASTER ASSOCIATION

**SECTION 6.01 Organization.** The Master Association is a nonprofit Colorado corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in the Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

**SECTION 6.02 Membership.** Lot Owners as defined in subparagraph (1) of Section 6.03A below and Grantor shall be Members of the Master Association; provided, however, that no Person shall be a Member by reason of ownership of lands used for public schools or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner as defined in the preceding sentence shall automatically be a Member of the Master Association without the necessity of any further action on his part, and Master Association membership shall be appurtenant to and shall run with the property interest ownership of which qualifies the Owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title

to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void. Membership in the use of Horsecreek Reservoir is not defined here, but defined in Paragraph 12.4.

### SECTION 6.03 Voting Rights.

**A. Entitlement.** The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Master Association and on all other matters to be voted on by the Members shall be calculated as follows:

(1) The Owner (including Grantor) of a single-family residence, constructed upon any Lot, not Outlot, and for which a certificate of occupancy has been issued by the appropriate governmental authorities, shall have one vote for each such residence;

(2) In addition to the votes to which it is entitled by reason of subparagraph (1) of this Section 6.03A, for every one vote outstanding in favor of any other person Grantor shall have three votes until the residences on Lots described in subparagraph (1) of this Section 6.03A and which are owned by person other than Grantor total, in the aggregate, 50% of the total number of dwelling units then authorized by the applicable zoning (whether such zoning be that now in effect or be zoning hereinafter enacted) of all of the lands set forth of Exhibit "A." Thereafter Grantor shall have only the votes, if any, to which it is entitled under said subparagraph (1) of this Section 6.03A. Grantor may at its

option relinquish at any time part or all of the votes to which it is entitled under this subparagraph (2) of Section 6.03A.

**B. Joint/Common/Outlot Ownership.** If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. Outlot Owners shall not be entitled to a vote in addition to their Lot ownership. In the event that such Owners are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Master Association prior to the election a written statement to the effect that the Owner wishing to cast the vote or votes has not been authorized to do so by the other joint or common Owner or Owners.

**C. Proxy Voting.** Any Owner, including Grantor, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Master Association.

**D. Cumulative Voting.** The cumulative system of voting shall not be used for any purpose.

**SECTION 6.04 Meeting of Members.** There shall be an annual regular meeting of the Members of the Master Association on the first Tuesday in March of each year at 10:00 a.m. at the principal office of the Master Association. Except as in the next sentence provided, no notice need be given of said annual regular meeting. Said annual regular meeting may be held at such other reasonable place or time (not more than 30 days before or after the aforesaid date) as may be designated by notice of the Board given to the Members not less than ten nor more than fifty days prior to the date fixed for said regular meeting. Special meetings of the Members may be called at any reasonable time and place by notice by the Board or by notice by Members having one-fifth of the total votes, delivered not less than ten or mailed not less than fifteen days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Master Association.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the

original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote 25% of the total votes. The President, or in his absence the Vice President, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both of said officers, any Member entitled to vote there at or any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Master Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

Except as provided otherwise in the Master Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

**SECTION 6.05 Duties of the Master Association.** Subject to and in accordance with the EB Restrictions, the Master Association shall have and perform each of the following duties for the benefit of the Members of the Master Association.

**A. Greenbelt Areas, and Drainage Channels.** To accept, own, operate and maintain all greenbelt areas, if any, and Drainage Channels which may be conveyed or leased to it by Grantor, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to

accept, own, operate and maintain all other property, real and personal, conveyed free of mortgage or deed of trust or leased to the Master Association by Grantor.

**B. Title to Property Upon Dissolution.** To pay over or convey, upon dissolution of the Master Association, the assets of the Master Association to one or more exempt organizations of the kind described in the current Internal Revenue Code, as amended from time to time.

**C. Repair and Maintenance of Association Property, ISDS's, and Drainage Channels.** To maintain in good repair and condition all lands, Improvements, ISDS's, Drainage Channels, and/or other Association Property owned by or leased to the Master Association, or as designated by these Articles as requiring the Association to provide limited or complete maintenance. Repair and maintenance of membership in the gun club allowing lake usage is not defined here, but in Paragraph 12.4.

**D. Payment of Taxes.** To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

**E. Insurance.** To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount.

Without limiting the generality of the preceding sentence, such policies of insurance shall include:

(1) Fire and extended coverage insurance on all Improvements owned by or leased to the Master Association, the amount of such insurance to be not less than 90% of the aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Master Association and the mortgages, as their interests may appear. As to each such policy which will not be thereby voided or impaired, the Master Association hereby waives and releases all claims against the Board and Grantor, and the officers, agents and employees of each thereof, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, Grantor, and the officers, agents and employees of the Board and of Grantor shall be secondary.

(2) Bodily injury liability insurance, with limits of not less than \$500,000 per person and \$1,000,000 per occurrence and property damage liability insurance of not less than \$100,000 per occurrence, insuring against liability for death, bodily injury or property damage arising from activities of the Master Association or with respect to property under

its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above may name as separately protected insured Grantor, the Master Association, the Board and each of its members, the Architectural Committee and each of its members, and the Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

(3) Workmen's Compensation Insurance to the extent necessary to comply with all applicable laws.

(4) Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carrying out the Master Association's functions.

The Master Association shall be deemed trustee of the interests of all Members in all insurance proceeds, and shall have full power to receive and to deal with such proceeds.

F. **EB Rules.** To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such EB Rules, not in contradiction of this Master Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing sentence, such Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Each Member shall be entitled to examine such rules at any time during normal working hours at the

principal office of the Association.

**G. Architectural Committee.** To appoint and remove Members of the Architectural Committee as provided in Section 8.02 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee. The Architectural Review Process will be undertaken and controlled by the Architectural Committee.

**H. Enforcement Hereof.** To enforce, in its own behalf and in behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Master Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Grantor; and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the EB Restrictions or of the Architectural Committee Rules.

**I. Long-Term Financing.** To execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Master Association, and to accept lands in Greenbelt Access Path areas if any, whether or not improved, from Grantor subject to such mortgages and deeds of trust. Such financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether that be Grantor or

the Master Association. The mortgage, deed of trust, or other security interest given to secure repayment of such debt may consist of a first lien or a second or other junior lien, as shall be deemed appropriate by such borrower, whether that be Grantor or the Master Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as Grantor or the Master Association, as the case may be, deems appropriate. The debt secured by such mortgage, deed of trust or other security instrument may be retired from revenues generated by dues, use fees, assessment of the Members of the Master Association, or otherwise, or any combination thereof, as may be deemed appropriate by Grantor or the Master Association, as the case may be, but subject to the limitations imposed by this Master Declaration.

**J. Audit.** To provide an annual audit by an independent certified public accountant of the accounts of the Master Association and to make a copy of such audit available to each Member during normal business hours at the principal office of the Master Association. Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Master Association by a certified public accountant provided that such audit or inspection is made during normal business hours and without unnecessary interference with the operations of the Master Association.

**K. Election.** To elect a Board of Directors at such time as deemed necessary by the Master Association

and in the absence of an elected Board perform all duties of the Board as set forth in the EB Restrictions, the Articles or Bylaws of the Master Association.

L. **Other.** To carry out all duties of the Master Association set forth in the EB Restrictions, or the Articles or Bylaws of the Master Association.

**SECTION 6.06 Powers and Authority of the Master Association.** The Master Association shall have all of the powers of a Colorado non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Master Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Colorado or by this Master Declaration.

Without in any way limiting the generality of the two preceding sentences, the Master Association shall have the power and authority at all times.

A. **Assessments.** To levy Assessments in this Section 6.06A provided. An Assessment is defined for purposes of this Section 6.06A as that sum which must be levied in the manner and against the property set forth below in this Section 6.06A in order to raise the total amount for which the levy in question is being made, and each individual Assessment shall be equal to each other individual Assessment.

The Master Association shall levy:

(1) One Assessment against each single-family residence constructed

upon a Lot and for which a certificate of occupancy has been issued by the appropriate governmental authorities. To the extent that a certificate of occupancy is not required for any single-family residence at the time of completion of construction thereof, Assessments shall be levied under this Section 6.06A at the time of completion of construction notwithstanding that no certificate of occupancy has been issued. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the assessment year or other period remaining after said date. The fee Owner shall be personally liable for an Assessment, and the same shall become a lien against each such Lot and all Improvements thereon and the land upon which the same is situated. The Master Association may enforce payment of such Assessments in accordance with the provisions of Article IX below.

B. **Right of Entry and Enforcement.** To enter, after 24 hours' written notice, without being liable to any Owner, upon any Lot or Outlot for the purpose of enforcing by peaceful means the EB Restrictions or for the purpose of maintaining, repairing, or replacement in any area, Improvements, Community irrigation well systems, ISDS, Drainage Channels, or other facility, if for any reason whatsoever the Owner thereof fails to maintain or repair any such area, Improvement, ISDS, Drainage Channels, or other facility as required by the EB Restrictions.

The Master Association shall also have the power and authority from time to time in its own and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, the EB Restrictions.

C. **Conveyances.** To grant and convey to any person real property and interests therein, including fee title, leasehold estates, easements, right-of-ways, mortgages and deeds of trust, out of, in, on, over, or under any Master Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder:

(1) Parks, Parkways, campgrounds, or other recreational facilities;

(2) Roads, streets, walks, driveways, trails, and path;

(3) Lines, Cables, wires, conduits, pipelines, or other devices for utility purposes and in addition, to grant easements for oil and gas operations.

(4) Sewers, Community irrigation well systems and underground water storage facilities located on individual lots, water systems, storm water drainage systems, sprinkler systems, and pipelines; and

(5) Any similar public, quasi-public, or private improvements or facilities. Nothing above contained, however, shall be construed to permit use or occupancy of any land, Improvement or other

facility in a way which would violate applicable zoning or use and occupancy restrictions imposed thereon by other provisions of this Master Declaration.

D. **Security Systems.** To provide watchmen, guards and police at points of entry onto EB for Association property and at such other purposes as the Board shall determine.

E. **Association Property Services.** To pay for water, septic sewer, garbage removal, electricity, telephone, gas, snow removal, landscaping, gardening, and all other utilities, services and maintenance for the Property of the Master Association, if any. At this time, no association property is planned.

F. **Other Areas.** To maintain and repair easements, roads, roadways, right-of-ways, parks, parkways, median strips, sidewalks, paths, trails, community irrigation well systems and underground irrigation water storage facilities, ponds, lakes, entry details, guardhouses, and other areas of EB owned by or leased to the Master Association. This paragraph does not apply to Horsecreek Reservoir leases.

G. **Manager.** To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its Property, to the extent deemed advisable by the Board, together with such other personnel as the Board shall determine advisable for the operation of the Master Association, the conduct of its business, and the



management of its Property. Such personnel may be employed by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Board may delegate any of their duties, powers and functions to the Manager. The Owners release the Master Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

**H. Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association, the operation and management of its Property, the enforcement of the EB Restrictions, or in the performance of any other duty, right, power or authority of the Master Association.

**I. Recreational Facilities.** To own and operate any and all types of facilities for both active and passive recreation deemed desirable by the Master Association, both on and off the Property, including, not limited to: tennis courts, and related facilities; swimming pools; ice rinks; community clubs; equestrian facilities; campgrounds and picnic areas; parks and playgrounds; rifle, pistol, and archery ranges; facilities for skeet and trapshooting; trails for hiking, bicycles and horseback riding; lakes and ponds for swimming, water skiing, fishing and other water sports; and other similar and dissimilar recreational facilities. The use of Horsecreek Reservoir may be possible, however, the use will be limited to certain days of the week. This usage will be for water

sports and for fishing. No hunting rights will be available at any time. The uses, if any, of Horsecreek Reservoir will be disclosed in a separate Exhibit and forwarded to each lot owner upon purchase with a signature page indicating the lot purchaser is aware of the allocations of usage of Horsecreek Reservoir that accompany the ownership of a lot in EB. In addition, this usage will be limited only to owners, and not to guests unless these guests are registered in advance.

**J. Other Services and Properties.** To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of the EB Restrictions, this Master Declaration, or the Articles or Bylaws of the Master Association.

**K. Construction on Association Property.** To construct new Improvements or additions to Master Association properties, or demolish existing Master Association Improvements, subject to the approval of the Architectural Committee as in this Master Declaration required.

**L. Contracts.** To enter into contracts with Grantor and other Persons on such terms and provisions as the Board shall determine, to inspect, operate and/or maintain any Greenbelt Areas, Drainage Channels, Community irrigation well systems, their respective underground storage and pumping facilities, and/or other facility, and to inspect, maintain, and/or replace ISDS's as needed, or to provide any service or perform

any function on behalf of Grantor or other Person.

M. To obtain and hold any and all types of permits and licenses.

N. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

O. If it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Master Association because of one or more rights, powers, duties, obligations or functions given to the Master Association by the Master Declaration, the Master Association may create a subsidiary or other association to perform the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption; or, alternatively, the Master Association may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

#### SECTION 6.07 Indemnification.

A. **Third-Party Actions.** The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Master Association against expenses (including attorneys'

fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **Derivative Actions.** The Master Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Master Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association; except that no indemnification shall be made in

respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Master Association unless and only to the extent that the court in which such action, proceeding or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

**C. Payment in Advance.** Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in paragraph C of this Section 6.07 upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Section 6.07.

**D. Insurance.** The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant, or agent of the Master Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability hereunder or otherwise.

**E. Determination.** Any indemnification—which the Master Association has elected to provide under paragraph A or B of this Section 6.07 (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph A or B of this Section 6.07. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph A or B of this Section 6.07, or in defense of any claim, issue or matter therein, then, to the extent that the Master Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in paragraph A or B of this Section 6.07.

**F. Other Coverage.** The indemnification provided by this Section 6.07 shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Master Declaration, agreement, vote of the Members, vote of disinterested directors, Colorado law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

**SECTION 6.08 Diseased Trees.** The Master Association may enter upon any Lot or Outlot of the EB Subdivision at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Master Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to privately owned property may be levied by the Master Association as a specific assessment against such property.

**SECTION 6.09 Right of Access to Maintain, Repair, and/or replace ISDS's, Community irrigation well systems and their respective underground storage and pumping facilities, and Drainage Channels.** The Master Association may enter upon any Lot or Outlot of the EB Subdivision at any time to inspect any ISDS, community irrigation well systems, and/or Drainage Channels,

and if necessary as determined by the Master Association in consultation with TCHD, or other applicable authorities or experts, perform maintenance, repair, and/or replace all or portions of any ISDS, community irrigation well systems and/or Drainage Channels. The cost thereof applicable to repair and/or replacement of any ISDS, and any payment by the Master Association to any other party for damage and/or injury caused to any other party, shall be levied by the Master Association as a specific assessment against the privately owned property. The cost of any repair and/or replacement to any individual water well caused by negligence, overuse, and/or damage shall be the responsibility of the individual lot owner. Regular and customary individual well maintenance, repair or replacement shall be the responsibility of the individual lot owner.

## **ARTICLE VII ASSOCIATION PROPERTY**

**SECTION 7.01 Use.** Each Member of the Master Association who resides on the property and the members of his family who reside with him shall be entitled to use the Property of the Master Association.

**SECTION 7.02 Damages.** Each Member described above in Section 7.01 shall be liable to the Master Association for any damage to Property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or his family, guests or invitees. The amount of such damage may be assessed against such person's real and personal property

on or within the Property, including the leasehold estate of any lessee, and may be collected as provided in Article IX below for the collection of Assessments.

## **ARTICLE VIII ARCHITECTURAL COMMITTEE**

### **SECTION 8.01 Members of Committee.**

The Architectural Committee is the Architectural Control Committee referred to in these EB Restrictions. It shall consist always of not less than two nor more than five members. The following persons are hereby designated as the initial members of the Committee:

Don D. Finley and Allan W. Windmiller

Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

**SECTION 8.02 Grantor's Rights of Appointment.** The Board shall have the right to appoint and remove all members of the Committee, but so long as Grantor is entitled to three votes for every one vote to which another person is entitled pursuant to Section 6.03A (1) above, Grantor shall have the right to approve or disapprove all members proposed for appointment by the Board. Thereafter, the Board shall have the right to appoint and remove all members of the Committee without Grantor's consent.

**SECTION 8.03 Review of Proposed Construction.** Whenever in this

Master Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. This process is hereby termed the Architectural Review process. Except as provided in Section 3.17 and 3.19 above, prior to commencement of any construction of any Improvement on EB, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Master Declaration, and perform such other duties assigned to it by this Master Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area of EB as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications on such changes therein as it deems appropriate, and may require submission of additional Plans and

Specifications or other information prior to approving or disapproving the material submitted. The Committee may also issue Rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

**SECTION 8.04 Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.09. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

**SECTION 8.05 No Waiver of Future Approvals.** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any

other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

**SECTION 8.06 Compensation of Members.** The members of the Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by Grantor while it has the right to approve or disapprove the members of the Committee pursuant to Section 8.02 above and thereafter by the Board.

**SECTION 8.07 Inspection of Work.**

**A. Completed Work.** Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which approved Plans or Specifications are required under this Master Declaration, the Owner shall give written notice of completion to the Committee.

(2) Within such reasonable time as the Committee may set in its Rules but not to exceed fifteen days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and

Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Master Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board shall levy an assessment against such Owner and the Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as in this Master Declaration provided.

(4) If for any reason after receipt of said written notice of completion from the Owner, the Committee fails to notify the Owner

of any noncompliance within the period provided above in subparagraph (2) of Section 8.07A, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

**B. Work in Progress.** The committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (2) of Section 8.07A. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (3) of Section 8.07A shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall find that such noncompliance exists.

**SECTION 8.08 Non-liability of Committee Members.** Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Master Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be. The Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and EB generally. The Committee shall

take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

**SECTION 8.09 Variances.** The Committee may authorize variances from compliance with any of the architectural provisions of this Master Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee.

If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

**SECTION 8.10 Obligations with Respect to Zoning and Subdivisions.** The Architectural Committee shall require all Persons to comply fully with the Planning and Zoning Department Regulations enacted by the County of Adams insofar as the same is applicable and as the same may hereafter be amended.

#### **ARTICLE IX FUNDS AND ASSESSMENTS**

**SECTION 9.01 EB Maintenance Fund.** The Board shall establish a fund (the "EB Maintenance Fund") into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Association under the EB Restrictions. The funds of the Master Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject by the EB Restrictions to maintenance or operation by the Association, or otherwise for purposes authorized by the EB Restrictions as they may from time to time be amended. The Grantor has set this fee initially at \$10 per month per Lot for unoccupied Lots, and \$35 per month for occupied Lots. There shall be no fee for an Outlot. Collection of fees within a recorded filing of the ESTATES AT BROMLEY North and South Subdivision shall begin whenever the first Lot is sold to someone other than the Grantor within that filing. Membership in the Horsecreek Reservoir shall require additional monthly fees.

**A. Charges.** Charges are subject to modification by the Members of the Association at any Annual Meeting or Special Meeting of the



Association Members.

**SECTION 9.02 Regular Annual Assessments.** Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the EB Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Uniform and equal Assessments sufficient to pay such estimated net charges shall then be levied as provided in Section 6.06A. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association during the fiscal year in equal semi-annual installments on or before the first day of February and August or in such other manner as the Board may designate in this sole and absolute discretion.

**SECTION 9.03 Special Assessments.** In addition to the regular annual Assessments provided for above in Section 9.02, the Board shall levy special Assessments, upon the property and in the manner set forth in Section 6.06A, whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the EB Restrictions, and the Board may levy such special Assessments whenever in the Board's opinion such special Assessments are

necessary to enable the Board to carry out the optional functions of the Master Association under the EB Restrictions.

**SECTION 9.04 Late Charge.** If any Assessment, whether regular or special, is not paid within fifteen days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time.

**SECTION 9.05 Unpaid Assessments as Liens.** The amount of any delinquent Assessment, whether regular or special, assessed against any property and any late payment charge attributable thereto, plus interest on such Assessment and charge at a rate of ten percent per annum simple interest (or such higher rate as the Board may designate from time to time), and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot and the Improvements thereon. Such lien shall be prior to any declaration of homestead. Such lien may be foreclosed in the same manner as is provided in the laws of Colorado for the foreclosure of mortgages on real property. A certificate executed and acknowledged by any two members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Master Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

**SECTION 9.06 Mortgage Protection.**

Notwithstanding any other provision of the EB Restrictions, no lien created under this Article IX or under any other Article of this Master Declaration, nor any lien arising by reason of any breach of the EB Restrictions, nor the enforcement of any provision of this Master Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon any Lot and Improvements thereon, made in good faith and for value. However, after the foreclosure of any such 1st Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot and Improvements thereon shall remain subject to the EB Restrictions and shall be liable for all regular Assessments and all special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular and special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery.

**SECTION 9.07 Effect of Amendments on Mortgages.** Notwithstanding the provisions of Section 11.02, no amendment of Section 9.06 of this Master Declaration shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as in Section 9.06 provided and who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of the County prior to the recordation of such amendment; provided, however, that

after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment.

**SECTION 9.08 Subordination.** By subordination agreement executed by the Master Association, the benefits of Section 9.06 and 9.07 above may, in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

## **ARTICLE X STRUCTURES AND LAND USE**

**SECTION 10.00** All construction that is undertaken on this property, whether new buildings, site construction or changes to existing facilities shall be subject to review and approval by the Architectural Review Process. The Architectural Control Committee shall review any and all plans (herein called ACC).

**SECTION 10.01 House Size and Parking on Public Right-of-Way.**

A. A minimum house size of a ranch house or a raised ranch house shall be 1600 finished square feet on the main floor for EB South and 1800 finished square feet on the main floor for EB North. Two-story homes shall have 1800 square feet finished minimum not including the basement for EB South and 2000 square feet finished minimum not including the basement for EB North. Multi-level homes shall have 1800 square feet finished minimum on two adjacent levels, and the 1800 square feet total finished minimum,

including all levels that are more than 50% above ground level for EB South and Multi-level homes shall have 2000 square feet finished minimum on two adjacent levels, and the 2000 square feet total finished minimum, including all levels that are more than 50% above ground level for EB North. Porches, decks, garages, patios, breezeways, and/or basements shall not be utilized in the calculating of square-foot requirements. All homes shall have a two (2) garage of at least 500 square feet, and the garage must be attached. Two additional off-street parking spaces for at least two other vehicles must be completed by Lot Owner with occupancy of the home. All homes shall have a brick, rock, stone, or stucco or approved siding facia of a minimum of 40% on the front face of the house. Certain log homes will be allowed without the brick, rock, or stucco facia, however, these structures shall be approved by the Architectural Committee on an individual basis.

B. No trailers, tractor trailers, boats, fifth-wheel trailers, motor homes, horse trailers, boat trailers, camping trailers, construction equipment, farm equipment, recreational vehicles, vehicles in excess of 3/4-ton capacity, tractor trailer cab units, or any other vehicles, equipment, items of similar size or length may be parked or left on public right-of-way at any time, nor shall any other vehicle, equipment, or item be parked or left on public right-of-way overnight.

**SECTION 10.02 Fencing. No metal fencing of any kind shall be allowed**

**contiguous to any road.** All Fencing plans shall be submitted to the ACC prior to installation.

**SECTION 10.03 Exterior Surface.**

Brick, rock, stone, stucco, wood, log, metal or lap siding, or a similar finished exterior appearing finish shall cover the surface of the exterior walls of all homes, sheds, and outbuildings. 40% of the front facing of the house shall be brick, rock, stone, or stucco. Bare, bright metal siding and unpainted or unstained exterior walls shall not be allowed.

**SECTION 10.04 Colors.**

Colors on exterior surfaces shall be approved by the Architectural Control Committee along with blueprint review.

**SECTION 10.05 Roofs and Windows.**

All roof lines shall have a minimum of 5/12 pitch for ranch model homes and 5/12 pitch for bi-level, two-story, and multi-level houses and shall have a minimum of 12-inch overhang from vertical wall surface. Roofing shall be cedar shake, tile shake-style hardboard, shake-style composition or three-tab or T-lock asphalt shingles. Bare metal roofs shall not be allowed. A break in the roof line every 24 feet is required.

**SECTION 10.06 Driveways.** All driveways from the surface of the County road to the garage of the home shall be defined and completed in typical road-design construction, and be covered with gravel, recycled asphalt, concrete, brick, or other material that prevents the tracking of mud onto the County road.

**SECTION 10.07 Height Restrictions.**

No garage, shed, and/or outbuilding shall be more than 20 feet in height from a normal finish grade at the front of the home. The Committee understands that some homes and/or outbuildings may exceed this figure at the rear of the home if the Lot slopes below the street elevation and a walk-out basement is designed. Residence height restriction shall be 35 feet if allowed by Adams County. A variance may be obtained from Adams County for additional heights, if desired.

**SECTION 10.08 Mailbox and House Numbers.**

Each residence shall install and maintain a mailbox in the front of the residence along the street. House numbers shall be placed on both the mailbox and the residence.

**SECTION 10.09 Setback Requirements.**

Homes shall have ~~minimum~~ building setback requirements of:

Front - 100 feet.

Side - 50 feet on one side from one side boundary with attached garage, 50 feet from the other side boundary, and 100 feet from any street.

Rear - 100 feet from any rear Lot line.

**Section 10.10 Landscaping.** All residences shall have a landscaped and irrigated front yard. At no time shall a permanent horse or animal runs be allowed in the front yard. At least four deciduous trees of two inch caliper or larger shall be planted and maintained in the front yard. Landscaping shall

be installed within one year of home occupation. Temporary, drip, or other low-water consumption irrigation systems will be encouraged where appropriate. Except during the establishment period, maximum irrigated area shall be restricted to the area between the house and the street and an area 30 feet beyond the house in all other directions.

**SECTION 10.11 Outbuildings, Sheds and Hay Storage.**

Setback requirements for all outbuildings and sheds are as follows:

Rear of House - 20 feet behind the rear planes of the house.

Side - 50 feet from any side Lot line (100 feet from any street side Lot line).

Rear - 100 feet from any rear Lot line.

Maximum of 2 outbuildings/sheds per Lot. Minimum square footage of 450 square feet per outbuilding. Total square footage of outbuildings shall not exceed 2400 square feet totally for each lot, except by variance from Adams County and the consent of the Architectural Control Committee.

**Hay Storage** - Whenever possible, hay is to be stored inside an outbuilding. Outside hay storage will be permitted, and if stored outside it shall be located on the rear side of the outbuilding or outbuildings, covered by a tarpaulin and not block or interfere with view lines or sensitive site lines from houses on adjoining lots.

**SECTION 10.12 Structures not**

**Allowed.** Earthen homes, domes, A-frames, and all other styles deemed by the Architectural Control Committee to be untypical and incompatible with the community are prohibited.

**SECTION 10.13 Homes, Outbuildings, Sheds, Garages, Other Buildings Design Review Criteria.** In addition to those applicable standards already outlined in these CC&Rs, the following shall be utilized in evaluating the compatibility of homes and outbuildings for construction and/or placement on Lots:

A. A home should be displayed to the street and surrounding properties in a compatible and non-monotonous manner through the location of windows, changes and variety of elevation, varied roof lines, porches, other architectural features, orientation on the Lot, exterior color and/or materials, and/or landscaping. Wherever possible, homes on a series of adjacent Lots should not be of the same floor plan. Where repetitive floor plans are utilized on adjacent Lots, additional features (not limited to those outlined above) may be required.

B. All outbuildings should match the appearance of the existing home, wherever possible. Where proposed outbuildings do not match the appearance of the home, the design, color, orientation, and placement on the Lot shall be as unobtrusive to adjacent properties as possible, and this design must be approved by the ACC.

**SECTION 10.14 Temporary Housing.** No temporary housing can be erected

or moved on to be lived in and occupied while residence is being constructed.

**SECTION 10.15 Yard Light.** With home construction, a night yard light may be installed on garage, home, or on pole within 100 feet of road on which home fronts.

**SECTION 10.16 Building Approval.** The Committee plan approval form must be signed and approved before placement, installation, or construction of any building or buildings on any Lot. Violation of this covenant shall subject the violator to a fine imposed by the Board not to exceed \$500.

**Section 10.17 Houses not Allowed.** No homes other than new stick built homes are allowed in EB. No used houses shall be moved into this subdivision. No Modular homes, no mobile homes, no manufactured homes, no factory built homes, no trailer homes or any preconstructed home of any type are allowed in EB.

**Section 10.18 Fire Protection.** Fire protection is provided by the Brighton Fire Protection District. All homes shall be required to have sprinkler systems that include a small internal storage tank for fire protection purposes.

## **ARTICLE XI MISCELLANEOUS**

**SECTION 11.01 Term.** This Master Declaration, including all of the covenants, conditions and restrictions hereof, shall run until

January, 2003, unless amended as herein provided. After January, 2003, this Master Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by at least three-fourths of the Owners in EB and recorded in the Adams County real property records.

**SECTION 11.02 Amendment.**

**A. Special Provisions.** No amendment of Section 9.07 shall be effective as to any Beneficiary who does not join in the execution thereof provided that his Mortgage or Deed of Trust is recorded in the real property records of the county prior to the recordation of such amendment. Subject to the preceding sentence, no amendment of this Section 11.02 shall be effective unless adopted by 80% or more of the total number of votes entitled to be cast pursuant to Section 6.03A above at the time of the proposed amendment. No amendment of this Master Declaration shall be effective until executed and recorded in the real property records of the county in the manner hereinafter provided.

**B. By Grantor.** Except as provided in Section 11.02A, this Master Declaration may be amended only by Grantor so long as Grantor is entitled to three votes for every one vote to which any other person is entitled as provided in Section 6.03A(2); provided, however, that no such amendment by Grantor shall be effective without Notice and Hearing, and if the Owners, other than Grantor, entitled to cast 80% or more of the votes entitled to be

cast pursuant to Section 6.03A, by written notice delivered to the Board within 15 days after such hearing, object to such amendment proposed by Grantor, such amendment shall not be effective. No amendment by Grantor shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Grantor and setting forth the amendment and an instrument executed and acknowledged by the president and secretary of the Board certifying that the above-mentioned Notice and Hearing was given and held and that the Board did not within 15 days after said Hearing receive written objections to the amendment from the Owners, other than Grantor, entitled to cast 80% or more of the votes entitled to be cast pursuant to Section 6.03A.

**C. By Owners.** Except as provided in Sections 11.02A and 11.02B, this Master Declaration may be amended by the recording in the county real property records of an instrument executed and acknowledged by the president and secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 67% of the number of votes entitled to be cast pursuant to Section 6.03A. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Master Association.

**SECTION 11.03 Notices.** Any notice permitted or required to be given by the Master Declaration shall be in writing and may be delivered either

personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Master Association for the purpose of service of notices, or to the residence of such Person if no address has been given to the Master Association. Such address may be changed from time to time by notice in writing given by such Person to the Master Association.

**SECTION 11.04 Interpretation.**

A. The provisions of this Master Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of EB and of promoting and effectuating the fundamental concepts of EB as set forth in the RECITALS and DECLARATION of this Master Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

B. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 11.04A, each of the provisions of the EB Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the

masculine, feminine or neuter shall each include the masculine, feminine and neuter.

D. **Captions.** All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

SECTION 11.05 **Nonwaiver.** The failure of Grantor to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Grantor shall not be liable therefore.

SECTION 11.06 **Certificate of Compliance.** Upon payment of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00) and upon written request of any Owner, mortgagee, prospective Owner of any property covered by these covenants, Grantor shall issue an acknowledged certificate in recordable form setting forth the amount of any unpaid assessments, if any, and setting forth generally whether or not to the best of the Grantor's knowledge said Owner is in violation of any of the terms and conditions of these covenants. Said written statement shall be conclusive upon Grantor in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Grantor within a reasonable time, but not to exceed ten (10) business days from receipt of a written request for such written statement.

In the event that Grantor fails to furnish such statement within said ten (10) business days, it shall be conclusively presumed that there are no unpaid assessments relating to the property or Lot, as to which the request was made and that said Lot is in conformance with all the terms and conditions of these covenants.

**SECTION 11.07 Violation of law.** Any violation of any Federal, State, or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within EB is hereby declared to be a violation of the EB Restrictions and subject to all of the enforcement procedures set forth herein.

**SECTION 11.08 Remedies Cumulative.** Each remedy provided by the EB Restrictions is cumulative and not exclusive.

**SECTION 11.09 Maintenance of Greenbelt Areas, Community irrigation well systems and Drainage Channels.** Maintenance of these areas, and any related appurtenant structures shall be undertaken by the Association. The Board may also adopt rules and regulations pertaining to the use of these areas, including any proposed grading/Improvements to these areas that would affect the other Lot Owners dependent upon the upstream flows for water and any other actions that would adversely affect the Greenbelt Areas and Drainage Channels.

**SECTION 11.10 TCHD Permit for ISDS Installation, Replacement and/or Repair.** A permit from the TCHD is required for the installation, replacement, and/or repair of any and all ISDS's. Suitable area shall

be designated on each Lot site plan for both primary and replacement waste water disposal fields. Replacement of the primary field may be required, if failure of the primary field occurs. Lot specific soils and percolation tests shall be used to determine the area required for primary and replacement disposal field. These areas need to meet all Tri-County Health Department setback requirements, and are to remain free of any Improvements that would interfere with the ISDS's operation as outlined in Section 3.10.

## **ARTICLE XII ENFORCEMENT**

**SECTION 12.01 Abatement and Suit.** The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Grantor and the Owner of every Lot on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Grantor acting for itself, the Architectural Committee, as trustee on behalf of all Owners of Lots, by the Master Association upon the transfer to said Master Association of Grantor's duties and responsibilities under this Declaration pursuant to Article VI and Article VIII, and by the Owner of any Lot provided that the condition hereafter required is satisfied. Each Owner by acquiring an interest in the Property appoints irrevocably the Grantor as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Grantor in writing of a



claimed violation of these covenants, conditions and restrictions and Grantor fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Grantor the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, and/or to prosecute a proceeding at law or in equity against the person or persons who have violated or are in violation of any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. All reference in this section to Grantor shall include the Master Association upon transfer to the Master Association of Grantor's duties and responsibilities under this Declaration.

**SECTION 12.02 Deemed to Constitute a Nuisance.** Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Grantor or Owner pursuant to Section 12.01 of this Article. In any legal or equitable

proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

**SECTION 12.03 Open-Space Management.** The HOA shall manage and maintain all open space dedicated to Adams County, manage and maintain any and all existing in any designated flood plain areas. The HOA may contact Urban Drainage for assistance in the management of this space, if any.

**Section 12.04 Lake Usage.**

The Horsecreek Reservoir may possibly have but not guaranteed usage of the lake by homeowners and lot owners during certain times of the week for recreation, including water skiing, boating and fishing. The exact uses and restrictions if an agreement is completed for lake use shall be attached to these covenants as Exhibit D.

**12.05 A buffer zone** may be required by Adams County offset from Horsecreek Reservoir shall be marked and shall be a part of certain lots near the lake. No structures shall be built in this buffer zone, and no fences can be constructed in this buffer zone unless Adams County approves such fencing.

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

ADAMS NORTH LTD. LIABILITY COMPANY

By: Don D. Finley, Manager

By: Allan W. Windmiller Member

STATE OF COLORADO )

) ss.  
County of Adams )

The foregoing instrument was acknowledged before me this day of 11/1/01, 2001, by Don D. Finley, Managing Member of Adams North Ltd. Liability Company.

My notarial commission expires:

April 21, 2003

My address is: 12000 N. Wash. St, #100  
Thornton, CO 80241

Witness my hand and official seal.

SEAL



Notary Public

Suzanne M. Carmack

MY COMMISSION EXPIRES:  
April 21, 2003

EXHIBIT A TO COVENANTS

THE NORTH 1/2 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 64 WEST  
OF THE 6TH P.M., ADAMS COUNTY, COLORADO,

EXCEPT THAT PORTION LYING WEST OF HORSE CREEK DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID  
SECTION 17;

THENCE N89°24'02"W ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4  
A DISTANCE OF 764.49 FEET MORE OR LESS TO A POINT ON THE  
CENTERLINE OF HORSE CREEK, SAID POINT BEING THE TRUE POINT OF  
BEGINNING;

THENCE NORTHERLY ALONG SAID CENTERLINE THE FOLLOWING COURSES  
AND DISTANCES:

N25°55'55"W 130.03 FEET;  
N31°19'10"E 144.96 FEET;  
N86°38'08"E 199.61 FEET;  
N32°13'36"E 197.82 FEET;  
N54°15'45"E 154.72 FEET;  
N19°46'42"E 113.82 FEET;  
N50°17'05"W 167.62 FEET;  
S50°04'51"W 93.88 FEET;  
N62°52'44"W 150.51 FEET;  
N31°08'10"W 113.42 FEET;  
N17°09'19"E 87.16 FEET;  
N71°15'28"E 303.31 FEET;  
N03°41'53"W 596.02 FEET;  
N51°15'32"W 180.22 FEET;  
N07°55'33"E 239.15 FEET;  
N03°12'41"E 194.11 FEET;  
N54°47'56"E 75.41 FEET;  
S72°43'42"E 85.41 FEET;  
S44°31'40"E 149.90 FEET;  
N48°26'44"E 278.52 FEET;  
S75°17'36"E 185.50 FEET;  
N68°51'02"E 120.48 FEET;  
N32°01'16"E 170.90 FEET;  
N20°23'27"W 123.11 FEET;  
N14°18'31"E 138.24 FEET;

TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 SAID SECTION  
17;

THENCE N89°26'25"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4  
A DISTANCE OF 359.83 FEET MORE OR LESS TO THE NORTHWEST CORNER  
SAID NORTHEAST 1/4;

THENCE N89°26'25"W ALONG THE NORTH LINE NORTHWEST 1/4 SAID  
SECTION 17 A DISTANCE OF 2656.66 FEET MORE OR LESS TO THE  
NORTHWEST CORNER SAID NORTHWEST 1/4;

THENCE S00°36'04"E ALONG THE WEST LINE SAID NORTHWEST 1/4 A  
DISTANCE 2645.33 FEET MORE OR LESS TO THE SOUTHWEST CORNER  
SAID NORTHWEST 1/4;

THENCE S89°24'02"E ALONG THE SOUTH LINE SAID NORTHWEST 1/4 A  
DISTANCE OF 1886.73 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF ADAMS,  
STATE OF COLORADO.

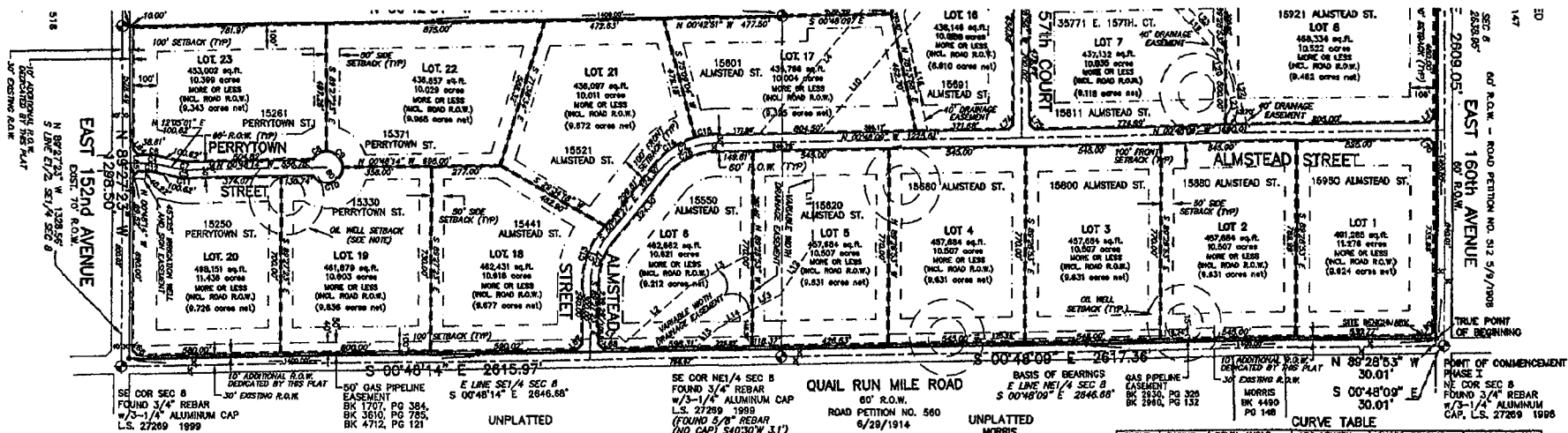
## **Estates at Bromley North and South Subdivision Disclosures on Physical Conditions and Constraints of Property**

### **Water Disclosure**

Individual wells serving each lot drilled by the developer into the Lower Arapaho shall be the domestic water system serving the Estates at Bromley North and South. A fee of \$5,000 shall be collected at the time of the lot closing and placed in escrow for drilling of each Lower Arapaho well. The developer will attempt to locate adequate water in the Lower Arapaho Aquifer by drilling several test wells to determine a long term adequate water supply. If adequate water does not exist in the opinion of the developer's water engineer representatives, an alternative water system will be installed. This alternative system will be a community well system with wells drilled into the Laramie Foxhill Aquifer. Each well will serve a minimum of four (4) homes. The same irrigation restrictions designated in the CCR's will apply to any alternate water system installed by the developer. Upon receipt of a site plan for home construction, the developer will permit the well and contract the drilling of each well. The responsibility of the lot purchaser/owner will be to complete the well and connect the water lines to the house. The maintenance of these domestic, Lower Arapaho wells is the responsibility of the individual homeowner. The original well permit is valid for two years and should the lot purchaser not begin well construction in two years, any well permit after the lapse of the initial well permit shall be the sole responsibility of the lot owner. Further, in the event the domestic well construction does not occur within said two years, the \$5,000 domestic well fee shall be refunded to the lot owner and the lot owner shall assume all responsibility and costs for permitting and drilling its individual domestic well system unless otherwise agreed upon.

The outside irrigation serving the Estates at Bromley, North and South shall be a central irrigation system constructed by the developer with water from the Laramie Foxhill aquifer. The developer will drill the two wells for each of the three outside irrigation systems to be utilized in irrigating a maximum of 4,000 square feet of outside usage. A system serving the 17 lots in Bromley South, a system serving the 23 lots in Bromley North Phase I and a system serving the 16 lots in Bromley North, Phase II will be completed by the developer. A \$6,000 fee shall be collected by the developer at closing for the irrigation system use. A valve will be constructed on the front of each lot for connection by the lot owner. Outside irrigation (watering) shall be on Monday, Wednesday and Friday for the even numbered lots and outside irrigation (watering) for the odd numbered lots shall occur on Tuesday, Thursday, and Saturday. Maintenance responsibilities of the central irrigation system shall be covered by the HOA monthly fee. A fine of up to \$100 a day may be levied by the HOA for illegal irrigation usage, misuse or abuse of the central irrigation system. The fees charged by the developer for the drilling of individual wells and the irrigation system wells are subject to change without notice.





**PLAT NOTES:**

1. ENGINEERED INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED ISDS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT-SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF ISDS. IN ADDITION TEST PITS WILL BE REQUIRED TO FURTHER EVALUATE SOILS. PRIOR TO ISSUANCE OF A PERMIT FOR THE ISDS, BASED ON THE EVALUATION OF SOILS IN THE TEST PIT, TRI-COUNTY HEALTH DEPARTMENT MAY RECOMMEND AN ENGINEERED OR LARGER ISDS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.
2. DIRECT ACCESS TO EAST 152ND AVENUE AND QUAIL RUN MILE ROAD IS PROHIBITED.
3. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
4. ALL CONSTRUCTION AND DEVELOPMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE BRIGHTON FIRE PROTECTION DISTRICT.
5. TRACTS A, B, C, & D ARE DEDICATED TO ADAMS COUNTY BY THIS PLAT AS A PUBLIC CONSERVATION/TRAIL/DRAINAGE EASEMENT FOR PUBLIC ACCESS AND USE AS OPEN SPACE. TRACTS A, B, C, & D WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

**NOTE:**  
SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATES.  
SEE SHEET 3 OF 3 FOR DRAINAGE EASEMENT LINE TABLE.

**LINE TABLE**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L56	S 44°52'02" W	27.89	L66	S 44°52'11" W	27.89
L57	N 45°02'58" W	28.58	L67	S 44°58'28" E	28.10
L58	N 45°02'48" E	28.03	L68	S 44°52'11" W	27.89
L59	N 45°02'48" E	28.03	L69	N 44°51'29" E	20.27
L60	N 45°03'23" E	28.04	L70	N 44°51'29" E	22.96
L61	N 44°58'37" W	28.53	L71	N 45°08'31" W	28.61
L62	N 45°02'54" W	28.50	L72	S 45°08'31" E	28.61
L63	N 45°00'54" E	16.08	L73	N 45°08'31" W	28.61
L64	N 44°52'11" E	27.89	L74	N 45°08'31" W	28.61
L65	S 45°07'49" E	28.61	L75	N 44°51'29" E	27.89

**STREET INTERSECTION DETAIL (TYP.)**

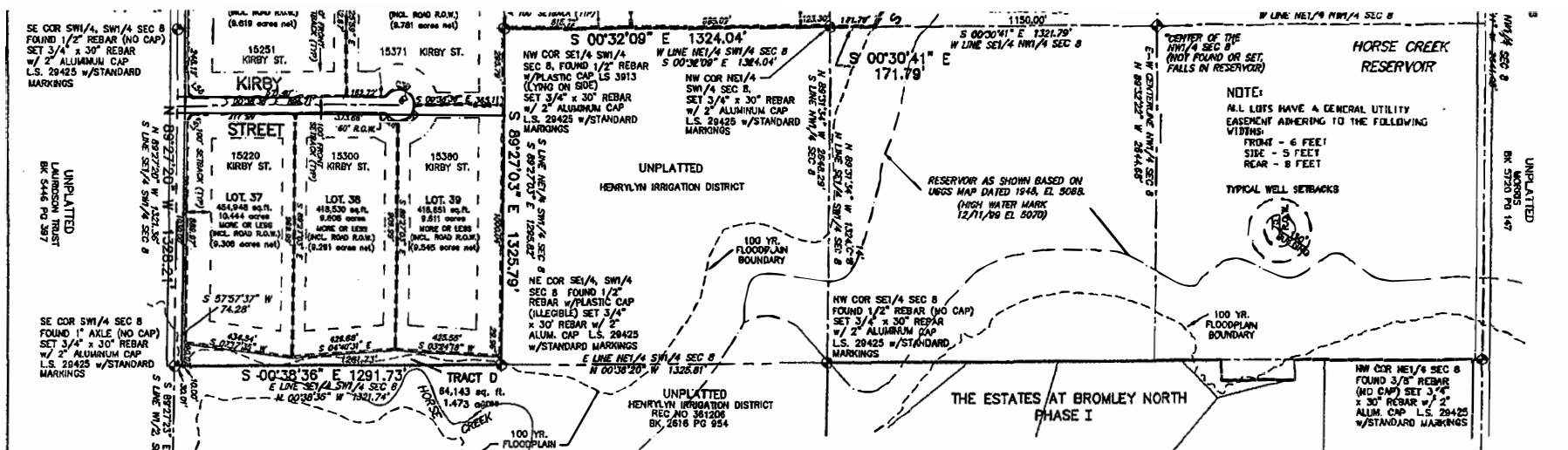
**STREET CENTERLINE**

**DETAIL**

**eastlake surveying company**  
P.O. BOX 1143, 12520 FIRST STREET, EASTLAKE, COLORADO 80614, 303-232-8881

**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	200.00	39°03'27"	N 86°52'20" W	200.61
C2	300.00	49°35'18"	N 25°59'48" W	281.82
C3	300.00	91°12'18"	N 49°12'18" E	281.82
C4	150.00	12°53'15"	N 05°38'13" E	33.67
C5	150.00	12°53'15"	N 05°38'13" E	33.67
C6	180.00	12°53'15"	N 05°38'13" E	40.40
C7	120.00	12°53'15"	N 05°38'13" E	26.97
C8	60.00	81°20'21"	N 30°02'49" W	61.22
C9	60.00	86°38'09"	N 44°52'11" W	61.85
C10	60.00	160°00'00"	N 15°48'14" W	118.61
C11	180.00	12°53'15"	N 05°38'13" E	40.40
C12	120.00	12°53'15"	N 05°38'13" E	26.97
C13	330.00	39°03'27"	N 05°38'13" E	229.87
C14	330.00	39°03'27"	N 05°38'13" E	229.87
C15	330.00	140°02'07"	N 07°46'32" W	80.70
C16	330.00	91°12'18"	N 49°12'18" E	281.82
C17	60.00	78°24'58"	N 21°36'40" W	75.58
C18	60.00	118°00'18"	N 23°36'57" E	101.77
C19	60.00	105°34'59"	N 02°24'28" E	65.57
C20	330.00	107°23'47"	N 05°38'13" E	229.87
C21	330.00	40°18'48"	N 34°50'01" E	222.43
C22	330.00	40°18'48"	N 34°50'01" E	222.43
C23	60.00	67°18'18"	N 30°08'11" W	61.15
C24	60.00	84°12'18"	N 44°51'29" E	62.51
C25	60.00	148°59'54"	N 12°48'09" W	115.91
C26	270.00	48°35'18"	N 23°38'13" N	228.45
C27	270.00	39°03'07"	N 69°58'25" W	180.55



**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C28	60.00'	58°45'31"	61.66'	N 29°57'10" E	58.92'
C29	60.00'	91°11'51"	95.50'	N 45°02'50" W	35.73'
C30	60.00'	150°00'00"	157.08'	N 14°21'24" E	115.91'
C31	60.00'	61°02'31"	63.92'	N 59°57'14" W	60.94'
C32	60.00'	84°57'29"	93.16'	N 45°02'46" E	64.08'
C33	60.00'	78°07'54"	81.82'	N 38°29'56" W	75.63'
C34	60.00'	71°52'08"	75.26'	N 66°30'04" E	70.42'
C35	60.00'	65°50'37"	63.86'	N 59°56'37" W	60.89'
C36	60.00'	82°00'53"	83.32'	N 45°03'23" E	84.12'
C37	60.00'	150°00'00"	157.08'	N 74°27'03" W	115.91'

**DRAINAGE EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE	L14	S 27°43'22" E	156.48'	L28	N 66°01'31" E	214.61'	L42	N 53°35'03" E	290.67'
L1	N 41°41'48" E	147.59'	L15	S 40°41'39" E	116.48'	L29	N 44°02'15" E	171.33'	L43	S 53°33'03" W	285.81'
L2	N 40°41'39" W	338.30'	L16	N 78°21'17" E	402.00'	L30	N 14°30'34" E	164.82'	L44	S 36°31'07" W	185.94'
L3	N 27°43'22" W	288.64'	L17	N 44°48'48" E	189.92'	L31	N 26°59'36" W	140.68'	L45	S 44°17'31" W	320.29'
L4	N 48°43'41" W	611.98'	L18	N 62°28'52" E	388.66'	L32	S 26°59'36" E	148.36'	L46	S 53°36'07" W	180.87'
L5	N 48°43'41" W	294.58'	L19	N 48°23'54" E	309.50'	L33	S 14°30'54" W	156.12'	L47	N 67°27'03" W	56.46'
L6	N 48°43'41" W	352.39'	L20	N 74°17'14" E	122.55'	L34	S 44°02'15" W	156.59'	L48	N 65°04'28" E	35.71'
L7	N 49°43'47" W	1041.69'	L21	N 74°17'14" E	156.31'	L35	S 66°01'31" W	221.69'	L49	N 67°04'38" E	191.88'
L8	S 44°28'11" E	228.15'	L22	N 74°13'01" E	304.44'	L36	N 44°49'45" E	66.26'	L50	N 67°37'46" E	171.56'
L9	S 48°43'41" E	640.84'	L23	S 46°23'58" W	278.52'	L37	N 46°23'58" W	65.06'	L51	N 61°37'52" E	273.65'
L10	S 48°43'41" E	174.47'	L24	S 46°23'58" W	37.19'	L38	N 67°27'03" W	43.13'	L52	S 81°37'52" W	275.21'
L11	S 89°28'53" E	364.89'	L25	S 62°28'52" W	388.91'	L39	N 63°38'07" E	144.32'	L53	S 67°37'49" W	186.41'
L12	S 57°40'20" E	239.55'	L26	S 44°48'45" W	156.95'	L40	N 46°11'31" E	314.31'	L54	S 67°04'38" W	190.61'
L13	S 27°43'22" E	129.82'	L27	S 44°48'45" W	108.81'	L41	N 36°31'07" E	189.25'	L55	S 65°04'28" W	44.84'

