

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
OAK RIDGE ADDITION TO CASTLE ROCK  
CASTLE ROCK, DOUGLAS COUNTY, COLORADO**

This Amended AND RESTATED DECLARATION is made on the date hereinafter set forth by the Oak Ridge Improvement Association, Inc., a Colorado nonprofit corporation.

On July 20, 1972, Chapman Young, Jr. submitted the real property described in Declaration of Protective Covenants, Oak Ridge Addition to Castle Rock, Castle Rock, Douglas County, Colorado recorded in the real property records of Douglas County, Colorado at Reception No. 152309 at Book 233 at Page 241.

The owners (the "Owners"), defined as owner of record title, whether one or more persons or entities, to any lot which is part of the Oak Ridge Addition to Castle Rock, desire to amend and restate the original Declaration of Protective Covenants.

Pursuant to the requirements set forth in Paragraph 19 of the Oak Ridge Addition Protective Covenants, at least a majority of the owners of lots subject to the Oak Ridge Addition Protective Covenants desire and have consented to amend and restate the original Declaration of Protective Covenants.

NOW THEREFORE, the original Declaration of Protective Covenants is amended and superceded by the covenants, servitudes, easements and restrictions set forth below.

1. Property Affected: These covenants are hereby made applicable to Oak Ridge Addition to Castle Rock, Castle Rock, Douglas County, Colorado recorded in the real property records of Douglas County, Colorado at Reception No. 152309 at Book 233 at Page 241 ("Oak Ridge I Protective Covenants"), as supplemented and/or amended by that certain Declaration of Protective Covenants, Oak Ridge II Addition to Castle Rock, Filing 1, Castle Rock Douglas County, Colorado recorded September 29, 1978 in the real property records of Douglas County, Colorado at Reception No. 224214 at Book 342 on Page 883 ("Oak Ridge II Protective Covenants"), as further supplemented and/or amended by that certain Declaration of Covenants, Conditions and Restrictions, Oak Ridge III Addition to Castle Rock recorded in the real property records of Douglas County, Colorado on December 18, 1987 at Reception No. 8735728 ("Oak Ridge III Protective Covenants") and Chapman's Addition to Castle Rock, Lots 1 through 4. Collectively, the Oak Ridge I Protective Covenants, the Oak Ridge II Protective Covenants and the Oak Ridge III Protective Covenants and The Chapman's Addition Protective Covenants are referred to as the "Original Declaration" and to such other adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the subdivider, or his assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as the "subdivision".

2. Land Use and Building Types: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of a height at the ridgepole not to exceed twenty-five feet above the average grade around the house, except by written permission of the Architectural Review Committee.

3. Architectural Review: No buildings including sheds, outbuildings and temporary shelters shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee as to quality, workmanship and type of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

Should the Architectural Review Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Architectural Review Committee from enforcing these provisions.

At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said building, and the same shall be completed within a maximum period of nine month's time from the date of commencement, excepting however, that this period may be enlarged by an additional three month period if said extension is made necessary by reason of inclement weather, inability to obtain material, acts of God, etc.

The Architectural Review Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a lot or landscaping of a lot shall comply with the requirements set forth herein. The approval or consent of the Architectural Review Committee on matters properly

coming before it shall not be reasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of improvements on nearby lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Architectural Review Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process. The Architectural Review Committee must notify the homeowner before the expense is incurred.

4. Architectural Review Committee - Membership: The Architectural Review Committee (the "Committee") shall consist of a minimum of three (3) members appointed by the Board of Directors of Oak Ridge Improvement Association, Inc. (the "Association"). The Architectural Review Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association .

The Architectural Review Committee shall reply to all submittal of plans made in accordance herewith in writing within thirty (30) days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within thirty (30) days after the Committee has received the plans and specifications, approval shall be deemed to be granted. All communications and submittals shall be addressed to the Committee at such address as the chairman of the Committee shall hereafter designate in writing addressed and mailed to the Owners.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and adjustments contained in these covenants, or in architectural guidelines. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other lots or common area nor deviate substantially from the general intent and purpose of this Declaration.

An Owner may appeal any decision of the Architectural Review Committee to the Board of Directors. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth above and the architectural guidelines. Any decision of the Architectural Review Committee may be overruled and reversed by a majority of the Directors by a written decision setting forth the reasons for the reversal when the Directors conclude that the Committee's decision was inconsistent with the criteria set forth above and the guidelines.

The approval and consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.

The Architectural Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day.

5. Dwelling Size: The dwelling house shall contain a floor area of fully enclosed and finished living space as follows: Oak Ridge Addition to Castle Rock, Castle Rock, Douglas County, Colorado recorded in the real property records of Douglas County, Colorado at Reception No. 152309 at Book 233 at Page 241 shall have a minimum area of 1800 square feet. All other lots in this filing shall have a minimum of 1600 square feet. Oak Ridge II Addition to Castle Rock. Filing 1, Castle Rock. Douglas County, Colorado recorded September 29, 1978 in the real property records of Douglas County, Colorado at Reception No. 224214 at Book 342 on Page 883 shall have a minimum area of 1100 square feet. Lots 1 through 7, Block 4, and Lots 1 through 8, Block 5 shall have a minimum area of 1300 square feet. Chapman's Addition to Castle Rock. Lots 1 through 4 shall have a minimum area of 1600 square feet. Oak Ridge III Addition to Castle Rock. recorded in the real property records of Douglas County, Colorado on December 18, 1987 at Reception No. 8735728, shall have a minimum area of 1600 square feet. In computing such minimum areas, the area of open porches, carports, garages and unfinished basements shall not be included.

6. Easements: Easements for installation of utilities and for the setback of structures are reserved as shown on the recorded plat. Within these easements no structure shall be placed. Within these easements no planting or other material shall be placed which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through any drainage channels in the easements. The area within any easement on any lot shall be maintained by the owner of the lot, except for those improvements for which a public utility company is responsible.

7. Fences: No fence shall be placed on any lot except as approved by the Architectural Review Committee as to location, height, material and facing, it being the intention of this covenant to secure fences as inconspicuously as possible and to prohibit fences in the front yard of any property.

8. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Oak Ridge community shall be observed.

9. Temporary Structures: No structure of a temporary character, trailer, camper, basement, tent, shack, garage or any other building shall be used on any lot at any time as a residence either temporarily or permanently unless approved by the Architectural Review Committee .

10. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction and sale period.

11. Oil and Mineral Operations: No oil drilling, water well drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavating or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any lot.

12. Restrictions on Animals and Pets: Pets, including cats, dogs, birds, reptiles, or other animals, hereinafter for brevity termed "animal," may be kept, maintained or harbored in a lot, if, the animal is not obnoxious to other Owners or occupants. All pets should be controlled by their Owner and shall not be allowed off of the Owner's lot, except when properly leashed and accompanied by the pet Owner or his or her representative. Animals may not be kept for any commercial purposes. Owners shall hold the Association harmless from any claim resulting from any action of their animals. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Oak Ridge community shall be observed.

13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and stored out of public view. All containers for the storage of such material shall be kept in a clean and sanitary condition.

14. Vehicular Parking, Storage, and Repairs: Vehicular parking upon any common area shall be regulated by the Board of Directors.

The following vehicles may not be parked or stored within the community, unless such parking or storage is within a garage on a lot, or unless authorized in writing by the Board of Directors of the Association: oversized vehicles, trucks or pickup trucks over 3/4 ton, commercial vehicles, trailers, camping trailers, boat trailers, recreational water craft trailers, other recreational vehicle trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. Any such oversized vehicle may be parked as a temporary expedience, for up to seventy-two hours, for loading, delivery of goods or services, or emergency. These vehicles, parked by non-association members, may stay on the premises for a period not to exceed seventy-two hours. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the community, which are necessary for construction or for the maintenance of any common area, lots or any improvement located thereon.

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a lot or within the community for more than forty-eight hours unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Board of Directors of the Association.

15. Membership - Oak Ridge Improvement Association: Ownership of any lot within the subdivision shall qualify and obligate the owner to membership in Oak Ridge Improvement Association, a non-profit Colorado corporation, hereinafter called the "Association", with full right and responsibility of membership as set forth in the Articles of Incorporation and By-Laws thereof. The Association shall have the right and obligation to enforce and administer these covenants, to hold title to such property or property rights as shall be conveyed or transferred to it by the subdivider or as it may otherwise acquire, to acquire, own and maintain recreational and other types of property for community use, and to perform such other acts and functions as may be reasonable or necessary for the general benefit and welfare of the owners of lots in the subdivision and as may be authorized or permitted by its Articles of Incorporation and By-Laws. The purchase, or the acquisition of legal title in any other manner, of any lot in the subdivision, shall constitute the lot owner's consent and acceptance of the duties and responsibilities of membership in the Association.

16. Assessments by Association: The record owner of each lot in the subdivision shall pay to the Association, within thirty (30) days after receipt of notice and invoice therefore, a sum equal to the total of the following:

(a) The pro-rata share of the cost to the Association of all:

(i) Cost of maintenance, improvement, and repairs to such commonly owned areas as may be conveyed to or otherwise acquired by the Association;

(ii) Costs of providing common facilities and services deemed necessary to be provided by the Board of Directors of the Association;

(iii) Cost of establishment and maintenance of a reserve, if deemed necessary and prudent by the Board of Directors of the Association, for maintenance, improvement and repair of commonly owned areas, or for the operation of the Association.

(iv) Costs incurred in enforcing and administering in any manner whatsoever these protective covenants, including attorney's fees and court costs, cost of taxes upon commonly owned personal property, or other property owned by the Association; and

(v) Any other costs incurred by the Board of Directors of the Association for the general benefit and welfare of the owners of said lots.

(b) The cost to the Association of all expenditures, including reasonable attorney's fees, to which the Association may be put by reason of said record owner's failure to keep and fully comply with these protective covenants or failure to pay any assessment or other sum due said record owner by virtue of membership in the Association. Notice and invoices for payment of any and all assessments upon members of the Association may be submitted monthly or at any other regular interval as may be fixed by the Board of Directors. In the event any such invoice is not paid within thirty (30) days from the date the notice and invoice are mailed to the record owner, the amount of such invoice shall be and become a lien upon the lot or lots, and any improvements thereon, owned by such owner. Such lien may be enforced by foreclosure proceedings against such lot or lots and improvements in like manner as the foreclosure of a mortgage on real property, and in any such foreclosure proceedings, the owner shall be required to pay the costs and expenses of such proceedings, including a reasonable attorney's fee. The Association shall have the right and power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any lot or lots and improvements so acquired.

Notwithstanding anything contained herein, the subdivider shall not be liable for any assessment levied by the Association with respect to any lot or lots held by the subdivider for sale.

17. Subordination of Liens: Each and every lien or charge upon lots and improvements in the subdivision provided for herein shall be subject and subordinate to and shall not effect the rights of the holder or holders of any first mortgage or first deed of trust now or hereafter placed of record against any of such lots; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

18. Insurance Carried by the Association: The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein and as set forth in the Colorado Common Interest Ownership Act. which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado:

All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all the Owners, holders of first lien Security Interests and the Association.

If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien Security Interest at least ten (10) days prior to the expiration of the then-current policies.

All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien Security Interests, their successors and assigns and Owners as insureds.

Prior to the Association obtaining any blanket policy of casualty insurance on any common area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full

replacement value of any common area and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of insurance to be effected pursuant to the provisions hereof. In the event the Association obtains casualty insurance on the lots, then in no event shall that casualty insurance policy contain a coinsurance clause.

All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

19. Hazard Insurance on Common Area: The Association shall obtain adequate hazard insurance covering loss, damage, or destruction by fire or other casualty to any improvements, installed or made to any common area and the other property of the Association.

20. Association Liability Insurance: The Association shall obtain adequate public liability and property damage liability insurance covering any common area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

21. Association Fidelity Insurance: The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

22. Effect and Tenure: The provisions hereof shall be considered as covenants running with the land and all instruments affecting the title of any said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the undersigned, his heirs, personal representatives and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon each successor in title of the undersigned for a period of twenty-five (25) years from and after the date these covenants shall be recorded in the real property records of Douglas County, Colorado, after which time they shall automatically extend for successive periods often (10) years, unless, by an instrument executed by the owners of a majority of the lots in the subdivisions and recorded in the real property records of Douglas County, Colorado, it is agreed to change them in whole or in part.

23. Enforcement: In the event of any violation or threatened violation of any of the provisions contained herein, the owner of any lot or the Association may bring action at law or in equity, either for injunction, action for damages, or other such remedies as may be available. The failure by the Association or any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association or any member thereof.

24. Invalid Provision: Invalidation of any of the provisions hereof by judgment or order of the Court shall in no way affect any of the provisions hereof; and lack of title or failure of title in the undersigned as to any portion of the property described herein shall not affect the validity of these provisions as to the remainder of such property.