

After recording, return to:

Century Land Holdings, LLC
c/o Century Communities
8390 E. Crescent Pkwy, Suite 650
Greenwood Village, CO 80111
Attn: Legal Department

PARTY WALL AGREEMENT AND DECLARATION

(Sunmarke 1A and 1B Duplex)

THIS PARTY WALL AGREEMENT AND DECLARATION (“**Agreement**”) is made and executed on the date hereinafter set forth by Century Land Holdings, LLC, a Colorado limited liability company (“**Declarant**”).

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain improved real property situated in the Town of Parker, County of Douglas, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (as more particularly described below, the “**Property**”); and

WHEREAS, upon each Lot (as hereinafter defined) the Declarant has constructed or will construct an attached single family residential dwelling unit (as more particularly described below, each a “**Unit**”); and

WHEREAS, Declarant desires to establish a common plan for the Lots and each of the Units under separate ownership, subjecting the Lots and Units and other improvements constructed thereon to certain rights and obligations related and appurtenant thereto, and for certain cooperation and upkeep of the Lots, as provided in this Agreement; and for the purpose of protecting the value and desirability of the Property and for the purpose of furthering a plan for the improvement, sale and ownership of the Property, to the end that a harmonious and attractive development of the Property may be accomplished and the health, comfort, safety, convenience and general welfare of the Owners (as hereinafter defined) of the Property, or any Lot therein, may be promoted and safeguarded.

WHEREAS, nothing herein shall create or be deemed to create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); therefore, nothing in this Agreement shall be governed by the Colorado Common Interest Ownership Act.

WHEREAS, Declarant desires to provide hereby for a party wall agreement, easements, certain cooperation by the Owners, and other matters.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, covenants and conditions which are for the purpose of protecting the value and desirability of the properties which shall run with the real property and be binding on all parties having any right,

title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

Unless the context expressly provides otherwise, the following terms shall have the following meanings:

- A. **“Property”** means all of Lots described on Exhibit A attached hereto and incorporated herein by this reference, together with the Units constructed thereon.
- B. **“Lot”** means each separate lot that is described on Exhibit A attached hereto, and such Lots may also be referred to collectively as the **“Lots”**. If a Unit is constructed on a Lot, the term **“Lot”** or **“Lots”** as defined and used herein may include the Unit constructed on such Lot or Lots.
- C. **“Unit”** means any one of the residential dwelling units comprising the Duplexes and **“Units”** means all of the residential dwelling units comprising the Duplexes.
- D. **“Duplex”** means each of the residential buildings constructed on the Property comprised of two attached Units, which may be referred to collectively as the **“Duplexes”**.
- E. **“Owner”** means the record owner, whether a person, persons, firm, corporation, partnership or association, or other legal entity, or any combination thereof, owning a fee simple title to a Lot, and does not include any such person having an interest herein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under a deed of trust has acquired fee simple title hereto pursuant to foreclosure or any conveyance in lieu thereof. A person ceases to be an Owner upon conveyance of its Lot by deed or upon entering into a binding installment land contract. Such cessation of ownership does not extinguish or otherwise void any unsatisfied obligation of such person existing or arising at or prior to the time of such conveyance. Together all such owners are described as the **“Owners”**.
- F. **“Party Wall”** means the foundation wall, the footing under such foundation wall, the shaft liner fire wall supported by the foundation and a roof sheathing or parapet, if existing, capping such fire wall which are part of the original construction of a Duplex and which are located and constructed on or adjacent to the common Lot boundary line which separates the adjoining Lots, and which constitutes a common wall between adjoining Units in the Duplex, as such Party Wall may be repaired or reconstructed. A Party Wall is a structural part of and physically joins the adjoining Units on each side of the Party Wall. Without limiting the foregoing, the term **“Party Wall”**, as used herein, shall also include any two (2) walls that generally meet the foregoing definition, and that together constitute the wall between two adjoining Units, even if such walls are separated

by a de-minimus amount of air space. Each Unit in a Duplex is connected to the other Unit in the Duplex by a Party Wall which is located approximately on the property line that separates such two (2) Units (either of the Units that share a Party Wall is referred to as an “**Adjacent Unit**”). A Unit and the Adjacent Unit constitute a Duplex.

- G. “**Town**” means the Town of Parker, Colorado.
- H. “**County**” means Douglas County, State of Colorado.

ARTICLE ONE
Party Wall & Other Improvements

1. General. Each provision of this Agreement and each agreement, promise, covenant, or undertaking to comply with or to be bound by the provisions of this Agreement which is contained herein is: (a) incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referenced in such deed or instrument; and (b) by virtue of acceptance of any right, title or interest in any Lot by an Owner or other interest holder, is accepted, ratified, adopted and declared by such Owner or other interest holder, and a personal agreement, promise, covenant and undertaking of such Owner or other interest holder, and such Owner's or other interest holder's heirs, personal representatives, successors, and assigns for the benefit of the other Owner or other interest holder.

2. Easement and General Rules of Law to Apply. The Owners of the Lots on each side of a Party Wall own an undivided one-half interest in the Party Wall. To the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls, and liability for property damage due to negligence or willful acts or omissions, apply thereto. The Owners of the adjoining Lots which are separated by a Party Wall each have a perpetual and reciprocal easement in and to that part of the adjoining Lot for mutual support, maintenance, repair and inspection, and for the installation, repair and maintenance of utility lines and other facilities, and to permit the Owner of the adjoining Lot to do the work reasonably necessary in the exercise of their rights provided in this Agreement. In addition, the Owners of the Lots upon which Units within a Duplex are located each have a perpetual and reciprocal easement in and to those portions of the Adjacent Unit in the Duplex required for mutual support of a common roof on the Duplex, including maintenance, repair and inspection, and to permit the Owner of a Unit within the Duplex to do the work reasonably necessary in the exercise of such other Owner's rights provided in this Agreement. Maintenance, repair and/or reconstruction of a Party Wall may be performed during reasonable hours only, and no entry may be made onto any other Owner's Lot except as reasonably necessary after reasonable notice to the Owner or occupants of such affected Lot.

3. Support. The Owners of Adjacent Units on adjoining Lots on each side of a Party Wall shall have the full right to use the Party Wall in aid of the support of water, sewer, electric and other utility lines, and in support of joists, crossbeams, studs and other structural members as may be required for support of the Unit located upon such Owner's Lot, and for the

reconstruction or remodeling of such improvements. Notwithstanding the foregoing sentence, however, no such use shall impair the fire rating of the Party Wall or the structural support to which any such Unit is entitled under this Agreement, including, without limitation, the support of any common roof over the Units in a Duplex.

4. Alterations of Party Wall and Common Roof.

(a) A Party Wall of a Duplex shall not be materially altered or changed, except by mutual written agreement of the Owners of the Adjacent Units sharing the Party Wall and in accordance with plans prepared by a licensed engineer or architect. No Owner of a Lot shall have the right to destroy, remove, or make any structural changes, extensions or modifications of a Party Wall which would jeopardize the fire rating of the Party Wall or the structural integrity of the Adjacent Unit constructed on the adjoining Lot without the prior written consent of the Owner(s) of such Adjacent Lot. In the event an Owner must obtain the prior written consent of any other Owner under this Section 4(a), such Owner seeking consent must also obtain the prior written consent of the holders of first lien mortgages or first lien deeds of trust on all such Units within the Duplex to the extent such consent is required by the terms of such first lien mortgage or deed of trust. Any such agreement for change, extension or modification of the Party Wall shall be recorded in the office of the Clerk and Recorder of the County, and shall expressly refer to this Agreement. No Owner shall subject a Party Wall to any use which unreasonably interferes with the equal use and enjoyment of the Party Wall by the adjoining Owner.

(b) Any material alteration or change in the common roof of a Duplex building ("**Common Roof**") or any portion of the exterior wall covering or trim of a Duplex that is common to both of the Adjacent Units within a Duplex ("**Common Siding**") may only be made by the mutual written agreement of the Owners of a Unit and the Adjacent Unit and in accordance with plans prepared by a licensed engineer or architect. No Owner of a Unit shall have the right to destroy, remove, or make any changes, extensions or modifications of a Common Roof or Common Siding which would jeopardize the proper functioning, weatherproofing or the structural integrity of the Adjacent Unit without the prior written consent of the Owner(s) of such Adjacent Unit. However, the foregoing consent requirements do not restrict or hinder an Owner from undertaking the maintenance, repair or replacement of that portion of the Common Siding on its Unit or the Common Roof above its Unit and so much of the Common Siding or Common Roof of the Adjacent Unit that is necessary to protect and weatherproof such Owner's Unit without the consent of the Owner of the Adjacent Unit in cases where the other Owner does not cooperate to perform such maintenance, repair or replacement or otherwise refuses to pay an equitable share of performing such maintenance, repair or replacement of the Common Siding or Common Roof, or the maintenance, repair or replacement does not affect the exterior wall covering or roof of the Adjacent Unit. In such event, the Owner needing to maintain, repair or replace or replace the exterior wall covering or roof of such Owner's Unit may, upon written notice, enter upon the Lot and the exterior portions of the Adjacent Unit to make the necessary maintenance, repair or replacement of the Common Siding and the Common Roof. In such case, the Owner

performing such maintenance, repair or replacement shall be entitled to bring suit for reimbursement against the Owner of the Adjacent Unit for that portion of the cost of the work, based on a per square foot price, attributable to the maintenance, repair or replacement of that portion of the Common Roof located over the Adjacent Unit or the Common Siding located on the Adjacent Unit, and pursue any other rights or remedies at law or in equity. The right of any Owner to contribution under this Agreement from the Owner of an Adjacent Unit is appurtenant to the Property and is binding on such Owner's successors in title.

5. Sharing of Repair and Maintenance. Subject to the terms of Section 8 of this Article below, the cost of reasonable repair and maintenance of a Party Wall between two (2) adjoining Units shall be shared equally by the Owners of the adjoining Units. If an Owner fails to repair or maintain the Party Wall, the other Owner, contiguous to the Party Wall, its agents, servants and employees may, upon five (5) days written notice and without cure, enter upon the Lot and into the Unit of the defaulting Owner and make the necessary repairs or perform the necessary maintenance of the Party Wall and shall be entitled to bring suit for contribution from the other Owner or pursue any other rights or remedies at law or in equity.

6. Weatherproofing. Notwithstanding any other provisions of this Agreement, an Owner who by its negligence or willful act causes a Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

7. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Agreement is appurtenant to the land and is binding on such Owner's successors in title.

8. Damage and Destruction.

a. Should a Party Wall be damaged or destroyed by either the intentional or negligent act of a Unit Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), such Owner shall promptly and with due diligence repair or rebuild the Party Wall at such Owner's sole cost and expense, and shall compensate the Owner of the other Unit adjoining the Party Wall for any damages sustained to person or property as a result of such intentional or negligent act. If the responsible Owner neglects or refuses either to make all such repairs or rebuild the Party Wall as required herein, or to pay all of such costs thereof in a timely and prompt manner, then the Owner of the Adjacent Unit on the adjoining Lot sharing the Party Wall may have the Party Wall repaired or rebuilt and shall be entitled, in addition to any other rights or remedies at law or in equity, to bring suit to recover the amount of such defaulting Owner's share of the repair and damage costs and the defaulting Owner shall also pay the other Owner's reasonable costs of collection including, without limitation, reasonable attorney's fees.

b. Should a Party Wall be damaged or destroyed by causes other than the intentional act or negligence of a Unit Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), the damage or destroyed Party Wall shall be promptly and with due diligence repaired or rebuilt and the costs of reasonable repair and maintenance of the Party Wall shall be paid equally by the Owners of the Units adjoining

the Party Wall; provided that the cost of repairs and maintenance of the stud wall that is adjacent to the two (2) inch fire wall which comprises a part of the Party Wall located on a Lot and of the interior finished surface of a Party Wall located in a Unit shall be the sole expense of the Owner of the Lot on which such stud wall and finished surface is located.

c. If a Party Wall is damaged or destroyed, such damage or destruction shall be promptly and with due diligence repaired and reconstructed by the Owner of the Adjacent Units sharing the Party Wall. Repair and reconstruction means restoration of the Party Wall to substantially the same condition in which it existed immediately prior to such damage or destruction. To the extent that such damage or destruction is covered by insurance, then the full insurance proceeds available to the Owner or Owners responsible for making the necessary repairs shall be used and applied to repair and reconstruction of the Party Wall.

d. All repairs must be completed as soon as practicable but not later than sixty (60) days after the event of damage or destruction or if longer than sixty (60) days is reasonably required to complete the repairs, then such longer time as is reasonably necessary as long as the Owner making the repairs has promptly commenced the repairs after the event of damage or destruction and diligently pursues the repairs to completion.

9. Cooperation. The Owners of the Adjacent Units within a Duplex shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and replacement of exterior improvements to the Duplex, to the extent such activities affect more than one Unit, including, without limitation, repair or replacement of the Common Roof. In addition, the Owners of Adjacent Units on each side of a Party Wall within a Duplex shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and replacement of the Party Wall.

10. Compliance with Law. All alterations, maintenance and repair work completed on or to a Lot, Unit or Duplex must conform with and meet applicable governmental building codes and safety codes, and it is the responsibility of the Owner or Owners thereof, and the person performing such work or causing such work to be performed to assure conformance.

11. Noise Reduction. Acoustical privacy is in the mutual interest and benefit of all Owners, lessees and other occupants of the Units. It is recognized, however, that total isolation from an Adjacent Unit which shares a Party Wall is as a practical matter impossible to attain. There will usually be some awareness of one's neighbors. The Units are not intended to be "soundproof". In order to help mitigate sound transmission between Adjacent Units, surround sound type speakers or systems shall not be installed in, supported from or contact any Party Walls. The installation of non-surround sound type speakers is permitted in ceilings and non-Party Walls.

ARTICLE TWO
Insurance

1. Insurance Maintained by Owners. In addition to any other coverage or additional insurance the Owners of Lots may desire, the Owners of each Lot independently shall obtain and maintain at all times a policy of property insurance issued by responsible insurance companies authorized to do business in the State of Colorado in an amount equal to the full replacement value (i.e., 100% of current "replacement of cost" exclusive of the land, and other items normally excluded from coverage) of the Unit and other insurable improvements located on such Owner's Lot, including, without limitation, that portion of any Common Roof that constitutes part of the Owner's Unit, which policy shall include (i) a standard, non-contributory mortgagee clause in favor of the holder of the first mortgage or first deed of trust on such Lot, (ii) an "Agreed Amount Endorsement" or its equivalent, (iii) a "Demolition Endorsement" or its equivalent, and (iv) if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operations of Buildings Laws Endorsement" or the equivalent. **Each Owner must fully insure such Owner's Unit as provided above, including, without limitation, any portion of a Common Roof constituting such Owner's Unit, as the Units are NOT insured under any other common insurance policy issued for the benefit of all of the Units.** Any such Owner's policy of property insurance shall afford protection against at the least the following:

- a. Loss or damage by fire and other hazards covered by the standard, extended coverage endorsement and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and
- b. Such other risks as shall customarily be covered with respect to Units similar in construction, location and use.

2. Notice of Termination. If available, each insurance policy obtained by the Owner of a Lot providing coverage for such Lot and the Unit thereon must contain an endorsement to the effect that such policy will not be terminated for nonpayment of premiums without at least thirty (30) days' prior written notice delivered to the other Owners of Units.

3. Certificates of Insurance. Upon reasonable written request, the Owner of each Lot shall deliver to the Owner of the any other Lot a certificate evidencing all insurance required to be carried under this Article. Further, each Owner has the right to require evidence of the payment of the required premiums thereon.

4. Other Insurance to Be Maintained by Owners. Public liability insurance coverage on each Lot shall all be the responsibility of the Owner of such Lot. The Owner of each Lot shall obtain and keep in force general public liability insurance coverage with respect to claims occurring in, on, or upon such Owner's Lot and the Unit thereon, in an amount per occurrence that is consistent with reasonable residential homeowners' insurance policies issued in the Denver metropolitan area for homes of a similar style and value.

5. Reappraisal. Each Owner shall, at least once every three (3) years, obtain an appraisal of its Lot for insurance purposes, which shall be maintained as a permanent record reasonably available for inspection by other Owners after written request, showing that the insurance in effect for such Lot in any period represents one hundred percent (100%) of the full replacement values of the Unit and other insurable improvements on each Lot. Said appraisal shall be conducted by each Owner's insurance agent.

6. Activities Increasing Insurance Rates. The Owners agree that no activities, other than uses permitted by this Agreement, will be conducted on their respective Lots that will cause an increase the rate of insurance premiums, without the prior written consent of the other Owners.

7. Jointly Acquired Insurance. Nothing contained in this Article shall prevent two or more Owners from jointly acquiring one or more policies to cover two or more adjoining Lots owned by such Owners as to any one or more of the hazards required to be covered in this Article, or prevent Owners from cooperating with the other Owners in an attempt to acquire such policies, acquire coverage from the same carriers, or otherwise coordinating their efforts to minimize costs of coverage, deductibles, administrative difficulties, or other matters.

ARTICLE THREE

Casualty

In the event of damage or destruction to a Unit or any other improvements on a Lot due to fire or other insured disaster or casualty, the Owner of such Lot, to the extent insurance proceeds are or will be available, shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds will be applied by that Owner to defray the cost thereof. **“Repair and reconstruction”** of a Unit, as used herein, means restoring the Unit and other improvements to substantially the same condition in which they existed prior to the damage, with the Unit having the same boundaries as before. Notwithstanding the foregoing, in the event that insurance proceeds maintained by the Owner of a Lot are not sufficient to repair or reconstruct such Owner's Unit, or in the event that the holder of any first mortgage encumbering such Owner's Lot determines not to make insurance proceeds available to such Owner for repair and reconstruction of his Unit, then the Owner of such damaged or destroyed Unit shall use other funds to repair and reconstruct his Unit or cause the same to be demolished, to enclose and weatherproof the Party Wall, to cause all debris and rubble caused by such demolition to be removed and to landscape the Owner's Lot. The cost of such demolition and landscaping work shall be paid for by any and all insurance proceeds available, and to the extent insurance proceeds are unavailable, by the Owner.

ARTICLE FOUR

Maintenance

Each Lot, including any landscaping thereon, shall at all times be well kept in a clean condition and good state of repair. Exterior maintenance of the Units and the Lot upon which each Unit is situated, including, but not limited to, painting, repairing, replacing, and maintaining roofs, gutters, fences, down spouts, exterior building surfaces, decks, porches, patios, walks,

stairways and driveways shall be the obligation of the Owner of the respective Lot, and each Owner shall maintain the exterior of its respective Unit in a manner representative of a property of the value of the Lot and Property. Each Owner shall be responsible for snow removal from sidewalks on or adjoining such Owner's Lot. The Owner of a Lot is responsible for maintaining any fence that is located on or adjacent to the front lot line of the Owner's Lot. The Owners of the adjoining Lots which have a fence installed along or adjacent to the front lot line have a perpetual and reciprocal easement in and to that part of the adjoining Lot as reasonably required for the installation maintenance, repair, inspection and replacement of any such fence on the Owner's Lot. No entry may be made onto any other Owner's Lot in the exercise of this easement right except as reasonably necessary after reasonable notice to the Owner or occupants of such affected Lot.

ARTICLE FIVE

Utilities and Easements

1. **Utilities.** Each Lot has separate sewer, gas, water, sewer, electric and telephone, meters, hook-ups or service connections, and the payment of billings for each such utility service shall be the individual obligation of the Owner of the Unit to which the services were rendered. If any utility lines referred to in this Article are destroyed, damaged or become unusable, the Owner of the Lot which such line serves shall cause the same to be repaired and restored forthwith and shall bear the cost of the repair and restoration of such lines and repair all damage caused in connection with such work, such as restoration of landscaping; subject, however, to any rule of law regarding liability for negligence or willful acts or omissions of others.

2. **Encroachment.** If any portion of a Unit encroaches upon any other Lot, including any encroachment created by the construction, overhang, or overlapping of any exterior elements, a valid easement therefore shall exist for the encroachment and for the maintenance thereof. For example, roof shingles, roof tiles, siding or other components of the exterior building surfaces may overlap the common boundary between Units and be located partially on each of two adjoining Units. An easement is granted to each Unit Owner for any such encroachment created by the construction, overhang, or overlapping of any exterior elements of such Owner's Unit onto an adjoining Unit and for the maintenance, repair and replacement of any such exterior elements during reasonable hours after reasonable notice to the Owners or occupants of any affected Unit. This easement right may be exercised by a Unit Owner to the extent reasonably necessary to maintain, repair and replace those exterior elements of a Duplex that overlap, encroach or are located partially on such Owner's Unit and partially on an Adjacent Unit. An Owner who exercises this easement for the purpose of maintenance, repair and replacement shall not cause any damage to the Adjacent Unit and shall be responsible for any damage inflicted and liable for the cost of prompt repair. In the event a Unit or Units are partially or totally destroyed and then rebuilt, minor encroachment of either Unit upon the adjoining Lot due to such reconstruction shall be permitted and a valid easement therefore and for the maintenance thereof shall exist. The easement for encroachments does not relieve an Owner of liability in case of willful misconduct nor relieve an Owner for failure to materially adhere to plats and plans.

3. Maintenance Easement. There is created, and each Lot is subject to an easement in favor of the Owners, including their agents, employees, and contractors for providing any maintenance and repairs described in Articles One, Three and Four hereof.

ARTICLE SIX
Dispute Resolution

1. Dispute Resolution.

a. Any claim, controversy or dispute over or related to the design, construction or physical condition of a Unit, Lot or Duplex or any improvements thereon or therein, or any other off-Lot subdivision improvements or facilities serving all or any portion of the Lots made against the Declarant, each of which shall be deemed a "**Construction Dispute**", shall be resolved as a judicial proceeding by a court of law. Any such proceeding must be commenced before the date when commencement of legal proceedings based on such claim or dispute would be barred by the applicable statute of limitations and no such proceeding shall be commenced after the date when such proceedings would be barred by the applicable statute of limitations. Each party to a Construction Dispute shall pay its own costs and attorneys' fees incurred pursuant thereto. The foregoing shall not be construed as prohibiting the parties to a Construction Dispute that has arisen from thereafter agreeing in writing to resolve a Construction Dispute through an arbitration proceeding in lieu of litigation before a court of law.

b. JURY WAIVER. IN THE EVENT THAT ANY JUDICIAL PROCEEDING IS HAD HEREIN, IN ORDER TO EXPEDITE FINAL RESOLUTION OF THE CONSTRUCTION DISPUTE, EACH PARTY TO THE DISPUTE WAIVES ANY RIGHT TO A JURY TRIAL FOR CLAIMS AND COUNTERCLAIMS RELATING TO THE CONSTRUCTION DISPUTE. THE OWNERS AND DECLARANT WAIVE ANY RIGHTS TO JURY TRIAL FOR SUCH DISPUTES. SUCH PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO BE ADVISED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT AND IN MAKING THIS WAIVER. EACH OWNER AND THE DECLARANT ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS JURY WAIVER AND INTEND THIS JURY WAIVER BE READ AS BROADLY AS POSSIBLE AND EXTEND TO CONSTRUCTION DISPUTES.

c. Any Construction Dispute that constitutes an "action" as defined by Section 13-20-802.5 of the Colorado Construction Defect Action Reform Act shall be subject to the provisions of the Colorado Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq.

d. In any judicial proceeding, arbitration or other proceeding regarding construction defects, there shall be no presumption that an alleged construction defect is prevalent or consistently present in other buildings or Lots or any other property or improvements where such alleged construction defect has not been observed.

e. The terms and provisions of this Article Six shall automatically expire and be of no further force or effect with respect to any portion of the Property fifteen (15) years after conveyance of the last Lot by Declarant or its successors.

ARTICLE SEVEN

General Conditions, Stipulations and Protective Covenants

The following general conditions, stipulation and protective covenants are hereby imposed upon the Properties.

1. Compliance with Ordinances. The Owners of each Lot shall comply with all zoning, use and occupation ordinances of the Town.

2. Covenants Run with the Land. The covenants and restrictions of this Agreement shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners of the Lots, their respective legal representatives, heirs, successors, and assigns in perpetuity from the date this Agreement is recorded.

3. Amendment. The terms, provisions, covenants and restrictions of this Agreement, except for Article Six, may be amended, modified or terminated by an instrument signed by the Owners holding fee title to not less than sixty seven percent (67%) of the Lots and by their first mortgagees of record, if any, and provided, however, that at all times that Declarant owns any Lots, no such amendment, modification or termination shall be effective unless also signed by Declarant. All amendments shall be of uniform application with respect to all Units and Unit Owners and shall be applied on a non-discriminatory basis. The terms, provisions, covenants and restrictions of Article Six of this Agreement, may only be amended, modified or terminated before it automatically expires by an instrument signed by (i) the Owners holding fee title to not less than sixty seven percent (67%) of the Lots and by their first mortgagees of record, and (ii) Declarant. Any amendment shall be recorded in the Office of the Clerk and Recorder of the County.

4. No Merger. Notwithstanding that Declarant currently holds title to the Lots and the Property and to the easements which Declarant has herein declared, created, reserved and granted for the benefit the Lots and the successors in interest to said Lots for access purposes, any such commonality of interest shall not result in or cause any merger, extinguishment or termination, in whole or in part, of any provisions of this Agreement or the easements herein declared, created, reserved and granted, it being intended by Declarant, for the benefit of the Property, that the terms of this Agreement not be merged by virtue of common ownership interests to any extent, but instead that such terms be and remain in full force and effect upon and following the making and recording of this Agreement.

5. Severability. If any of the provisions of this Agreement or any paragraph sentence, clause, phrase or word, or the application thereof in any circumstances shall be invalid or invalidated, but such invalidity shall not affect the validity of the remainder of this

Agreement, the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6. Use of Singular and Plural. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. Notices. All notices or demands intended to be served upon an Owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the Owner at such address as maintained by the Assessor of the County for the purpose of property tax notices. In the alternative, notices may be delivered, if in writing, personally to an Owner.

8. Payment of Taxes or Other Charges. Any first mortgagee of any Lot within the Property may pay any taxes or other charges against such Lot which are in default and which may or have become a charge against such Lot thereof and may pay overdue premiums for hazard insurance policies or secure new hazard insurance coverage in the lapse of such policy for such Lot and any first mortgagee upon the making of such a payment shall be immediately owed reimbursement therefore from the defaulting Owner and shall otherwise be entitled to the rights of enforcement herein granted.

9. Mortgagee Protection. This Agreement and the rights, obligations, covenants, conditions, restrictions, easements and liens provided for hereunder are superior and senior to any lien placed upon any Lot after the recordation of this Agreement, including the lien of any mortgage or deed of trust. No breach of this Agreement will defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but the covenants, conditions, restrictions and easements hereunder are binding upon and effective against any Person (including any mortgagee or beneficiary under a deed of trust) who acquires title to any Lot, or interest therein, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

10. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, this Agreement will, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not subject to rejection, in whole or in part, by the bankrupt person or entity.

11. Mandatory Arbitration. Any dispute between of the Owners of the Lots concerning any provision of this Agreement, including without limitation the enforcement, interpretation or application thereof, except for (i) a claim of lien filed by an Owner as permitted hereunder, (ii) claims filed in and subject to the jurisdiction of small claims court, (iii) Construction Disputes that are subject to Article Six of this Agreement, and (iv) claims made by or against Declarant that Declarant elects to litigate in a court of law, shall be submitted to binding arbitration by the Judicial Arbitrator Group, Inc. (JAG) or other arbitration entity acceptable to all of the parties to such dispute, and such arbitration shall be conducted in accordance with the Uniform Arbitration Act, C.R.S. (1973) Section 13-22-20, et seq., as amended, or other legally permissible rules acceptable to the parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such matter and shall be subject to enforcement as though the award were rendered by the court. Except as

may otherwise be determined by the arbitrator(s) or as may be required by the terms of this Agreement, each party to such arbitration shall pay its own expenses and attorney's fees, but shall share equally the costs of the arbitration. Exclusive venue for any actions that may arise from this Agreement shall be in the County where the Property is located.

12. Declarant's Use. Notwithstanding anything to the contrary contained in this Agreement, it is permissible and proper for Declarant and its employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Lots such facilities as Declarant deems reasonably necessary or incidental to the development, construction and sale of Units and other improvements on the Lots, specifically including, without limiting the generality of the foregoing, maintaining signs, construction offices and trailers in such numbers, of such sizes, and at such locations as Declarant determines in its reasonable discretion from time to time. Nothing in this Agreement limits the rights of the Declarant to conduct construction, repair, sales and marketing activities as the Declarant deems necessary or desirable in its sole discretion and to use the easements provided in this Agreement or otherwise of record for those and other purposes. Further, nothing in this Agreement shall require Declarant to seek or obtain the approval of any other Owner for any such activity. Notwithstanding the foregoing, the Declarant will not perform any activity or maintain any facility on any portion of the Lots in such a way as to unreasonably interfere with the use, enjoyment or access of such Owner, of and to the Owner's Lot and to a public right-of-way.

13. Withdrawal. The Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Lots, from this Agreement, so long as the Declarant owns the portion of the Property to be withdrawn and that each portion of the Property to be withdrawn constitutes or is intended to constitute land for an entire Duplex. Each withdrawal, if any, may be effected by the Declarant recording a withdrawal document in the office of the Clerk and Recorder of the County. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate (including Improvements) from this Agreement so that, from and after the date of recording a withdrawal document, the real estate (including Improvements) so withdrawn shall not be part of the "Property". This Section shall be in effect until conveyance of all the Units to the first Owners thereof, other than the Declarant or any builder who has purchased a Lot or Lots from Declarant for the sole purchase of constructing residential dwellings thereon for sale to the general public.

14. Time of the Essence. Time is of the essence in the performance of the provisions, covenants and restrictions of this Agreement.

15. Governing Law. This Agreement shall be construed and governed under the laws of the State of Colorado.

16. Headings and Construction. All article, section and subsection headings in this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and in no way define, describe or limit the scope or intent of the terms of this Agreement or any of the provisions hereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter genders shall each include the other genders.

IN WITNESS WHEREOF, the undersigned, being Declarant herein has hereunder set its hand the 12th day of November, 2021.

Declarant:

Century Land Holdings, LLC,
a Colorado limited liability company

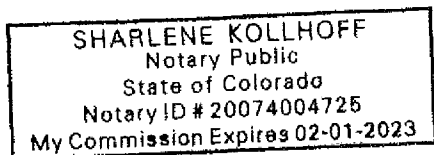
By: *Brian Mulqueen*
Name: Brian Mulqueen
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12th day of NOVEMBER, 2021, by Brian Mulqueen as Vice President of Century Land Holdings, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 02/01/2023



Sharlene Kollhoff
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LOTS

Lots 1 through 28 inclusive, Block 8,
Sunmarke Filing No. 1A,
Town of Parker, Douglas County, State of Colorado;

and

Lots 1 through 12 inclusive, Block 9,
Lots 1 through 28 inclusive, Block 10,
Lots 1 through 16 inclusive, Block 11,
Sunmarke Filing No. 1B,
Town of Parker, Douglas County, State of Colorado.