

Reception #: D2008309, 01/23/2012 at
09:30:02 AM, 1 OF 27, DCO, Rec Fee
\$141.00
Arapahoe County CO Nancy A. Doty,
Clerk & Recorder

Recording Requested by, and
When Recorded Mail to:

Rechlitz Law Firm, P.C.
116 Inverness Drive East, Ste. 275
Englewood, CO 80112

**AMENDMENT IN ITS ENTIRETY AND RESTRICTIONS
OF WHEATLANDS MASTER**

**AMENDMENT IN ITS ENTIRETY AND RESTRICTIONS
OF WHEATLANDS MASTER
TABLE OF CONTENTS**

ARTICLE 1.	DEFINITIONS	1
Section 1.1.	Amendment In Its Entirety.....	1
Section 1.2.	Association.....	2
Section 1.3.	Builder.....	2
Section 1.4.	Improvements.....	2
Section 1.5.	Lot.	2
Section 1.6.	Member.	2
Section 1.7.	Metropolitan District.....	2
Section 1.8.	Owner.....	2
Section 1.9.	Person.....	3
Section 1.10.	Property.....	3
Section 1.11.	Records.	3
Section 1.12.	Services.	3
Section 1.13.	Street Border Areas.....	3
ARTICLE 2.	ARCHITECTURAL REVIEW	3
Section 2.1.	Architectural Review Requirements.	3
Section 2.2.	Guidelines.	4
Section 2.3.	Procedures.....	5
Section 2.4.	Vote; Appeal.	5
Section 2.5.	Prosecution of Work After Approval.....	5
Section 2.6.	Notice of Completion.....	5
Section 2.7.	Inspection of Work.....	6
Section 2.8.	Notice of Noncompliance.	6
Section 2.9.	Correction of Noncompliance.....	6
Section 2.10.	Cooperation and Delegation.....	6
Section 2.11.	Access Easement.....	7
Section 2.12.	No Liability.	7
Section 2.13.	Variance.	8
Section 2.14.	Waivers; No Precedent.	8
Section 2.15.	Exemption of Each Builder.....	8
ARTICLE 3.	RESTRICTIONS	8
Section 3.1.	Restrictions Imposed.....	8
Section 3.2.	Residential Use; Professional or Home Occupation.....	9
Section 3.3.	Household Pets.....	9
Section 3.4.	Temporary Structures; Unsightly Conditions.	10
Section 3.5.	Miscellaneous Improvements.	10
Section 3.6.	Vehicular Parking, Storage and Repairs.	11

Section 3.7.	Nuisances.....	12
Section 3.8.	No Hazardous Activities; No Hazardous Materials or Chemicals.....	12
Section 3.9.	No Annoying Light, Sounds or Odors.	13
Section 3.10.	Restrictions on Trash and Materials.	13
Section 3.11.	Lots to be Maintained.	13
Section 3.12.	Leases.....	13
Section 3.13.	Landscaping.	13
Section 3.14.	Party Walls.....	14
ARTICLE 4.	GENERAL PROVISIONS.....	15
Section 4.1.	Rules and Regulations.....	15
Section 4.2.	Enforcement.....	15
Section 4.3.	Annexation.....	15
Section 4.4.	The Rights of Each Builder.....	16
Section 4.5.	Governmental Immunity.....	16
Section 4.6.	Duration and Amendment.....	16
Section 4.7.	Severability.	17
Section 4.8.	Notices.	17
Section 4.9.	Use of "Include," "Includes" and "Including".....	17
Section 4.10.	Headings.	17
Section 4.11.	Gender.....	17
Section 4.12.	Runs with the Land; Binding Upon Successors.....	17

**AMENDMENT IN ITS ENTIRETY TO
DECLARATION FOR WHEATLANDS MASTER**

THIS AMENDMENT IN ITS ENTIRETY TO DECLARATION FOR WHEATLANDS MASTER (the "**Amendment In Its Entirety**," as hereinafter more fully defined) is made and entered into the date and year hereinafter set forth by the members ("**Members**," as hereinafter more fully defined) of the Wheatlands Master Homeowners Association, Inc. (the "**Association**," as hereinafter more fully defined), with the consent of the Wheatlands Metropolitan District No. 2 (the "**Metropolitan District**," as hereinafter more fully defined).

WITNESSETH:

WHEREAS, there has heretofore been recorded a certain Declaration For Wheatlands Master Homeowners Association, Inc., recorded on October 4, 2005, at Reception No. B5149850, in the Records, as supplemented and amended (the "**Original Declaration**," as hereinafter more fully defined); and

WHEREAS, Section 13.3 of the Original Declaration provides for amendment thereof by the Members holding at least sixty-seven percent (67%) of the voting power of Members of the Association present in person or by proxy at a duly constituted meeting of the Members; and

WHEREAS, pursuant to C.R.S. §32-1-1004, as amended, and other provisions of Title 32 of C.R.S.; the Metropolitan District is empowered to provide certain services to the residents of the Metropolitan District (collectively, the "**Services**," as hereinafter more fully defined), including covenant enforcement, design review, and trash collection; and

WHEREAS, it is the desire of the Members to amend the Original Declaration in its entirety, such that this Amendment In Its Entirety shall fully supersede and replace the Original Declaration and all provisions thereof.

NOW, THEREFORE, pursuant to the authority granted in Section 13.3 of the Original Declaration, the Members holding at least sixty-seven percent (67%) of the voting power of Members of the Association present in person or by proxy at a duly constituted meeting of the Members, with the consent of the Metropolitan District, hereby amend in its entirety the Original Declaration, such that this Amendment In Its Entirety shall fully supersede and replace the Original Declaration and all provisions thereof.

ARTICLE 1. DEFINITIONS

Section 1.1. *Amendment In Its Entirety.*

"**Amendment In Its Entirety**" means this Amendment In Its Entirety to Declaration For Wheatlands Master, as supplemented and amended.

Section 1.2. Association.

"**Association**" means the Wheatlands Master Homeowners Association, Inc., its successors and assigns.

Section 1.3. Builder.

"**Builder**" means (i) any Person who acquires one or more Lots for the purpose of constructing a residential structure on each such Lot for sale, and/or rental, to the public, and (ii) any Person who acquires one or more Lots for sale to any Person fitting the description in Section 1.3(i) and/or for constructing a residential structure on each such Lot for sale, and/or rental, to the public. Such definition of "**Builder**" shall include Richmond American Homes of Colorado, Inc.

Section 1.4. Improvements.

"**Improvements**" means all structures, and any appurtenances thereto, of every type and kind, including buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish materials of any exterior surfaces of any visible structure, additions, walkways, bicycle and/or equestrian trails, sprinkler pipes, utility lines, facilities and appurtenances, satellite dishes, antenna, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures.

Section 1.5. Lot.

"**Lot**" means each platted lot that is included in the real property that is subject to the Original Declaration and each platted lot, if any, that is hereafter annexed to this Amendment In Its Entirety.

Section 1.6. Member.

"**Member**" means a Member of the Association, as provided in the Original Declaration.

Section 1.7. Metropolitan District.

"**Metropolitan District**" means the Wheatlands Metropolitan District No. 2, its successors and assigns.

Section 1.8. Owner.

"**Owner**" means each fee simple title holder of a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. There may be more than one (1) Owner of a Lot.

Section 1.9. *Person.*

"Person" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity recognized under the laws of the State of Colorado, or any combination thereof.

Section 1.10. *Property.*

"Property" means the real estate that is subject to the Original Declaration.

Section 1.11. *Records.*

"Records" means the official real property records of Arapahoe County, Colorado; "to Record" or "to be Recorded," means to file for recording in the Records; and "of Record" or "Recorded" means having been recorded in the Records.

Section 1.12. *Services.*

"Services" means the services that the Metropolitan District is empowered to provide pursuant to C.R.S. §32-1-1004, as amended, and other provisions of Title 32 of C.R.S., including covenant enforcement, design review, and trash collection.

Section 1.13. *Street Border Areas.*

"Street Border Area" means any area which has been platted as a portion of a street right-of-way and which lies between the boundaries of a Lot and the pavement or curbing of the street. "Street Border Area" shall not include any driveways or walks.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1. *Architectural Review Requirements.*

2.1.1. Except as provided in Section 2.15 hereof, no Improvements shall be constructed, erected, placed, altered, planted, applied or installed upon any Lot unless said Improvements are in full compliance with the provisions of this Amendment In Its Entirety, the Guidelines, and the Rules and Regulations, and unless at least two (2) sets of complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the governing board of the Metropolitan District), shall have been first submitted to and approved in writing by the governing board of the Metropolitan District.

2.1.2. The governing board of the Metropolitan District shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the

existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the governing board of the Metropolitan District may require, as a condition to its considering an approval request, that the applicant(s) pay or reimburse the Metropolitan District for the expenses incurred by the Metropolitan District in the review process.

2.1.3. In addition to the foregoing review and approvals, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by the applicable governmental entity, if required, shall be a precondition to commencement of any construction of, alteration of, addition to or change in any Improvement.

2.1.4. The governing board of the Metropolitan District may at any time, from time to time, appoint a representative or committee to act on its behalf. If the governing board of the Metropolitan District does so, then the actions of such representative or committee shall be the actions of the governing board of such Metropolitan District, subject to the right of appeal as provided below. However, if such a representative or committee is appointed by the governing board of the Metropolitan District, then the governing board of the Metropolitan District shall have full power over such representative or committee, including the power to at any time withdraw from such representative or committee any of such representative's or committee's authority to act on behalf of the governing board of the Metropolitan District.

Section 2.2. *Guidelines.*

The governing board of the Metropolitan District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines (collectively, the "**Guidelines**"). Any such Guidelines may be included in the rules and regulations promulgated by the Metropolitan District as set forth in Section 4.1 of this Amendment In Its Entirety. Without limiting the generality of the foregoing, such Guidelines may contain provisions to clarify the designs and materials that may be considered in architectural approval, may state requirements for submissions, may state procedural requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the governing board of the Metropolitan District. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, and any Guidelines that are adopted, shall be done and used in accordance with this Amendment In Its Entirety.

Section 2.3. *Procedures.*

The governing board of the Metropolitan District shall approve or disapprove all requests for approval within thirty (30) days after the complete submission of all plans, specifications, and other materials and information which the governing board may require in conjunction therewith. A stamped or printed notation, initialed by a member of the governing board, affixed to any of the plans and specifications, shall be deemed a sufficient writing. However, the governing board shall not be required to maintain records of plans, specifications or other documents or information that have been submitted to it for approval. Approval by the governing board shall be conclusive evidence of compliance with this Article 2, provided that the Improvements are constructed in compliance with the plans and specifications as approved. Failure to approve within thirty (30) days shall be deemed disapproval.

Section 2.4. *Vote; Appeal.*

A majority vote of the governing board of the Metropolitan District is required to approve a request for architectural approval or any other matter to be acted on by the governing board of such Metropolitan District, unless the governing board has appointed a representative or committee to act for it, in which case the decision of such representative or committee shall control. In the event a representative or committee acting on behalf of the governing board of the Metropolitan District decides a request for architectural approval which is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the full governing board, upon a written request therefor submitted to the governing board within twenty (20) days after such decision by the governing board's representative or committee.

Section 2.5. *Prosecution of Work After Approval.*

After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application (except landscaping, as provided below) or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance with the requirement that approval for Improvements be obtained from the governing board of the Metropolitan District; provided, however, the governing board of such Metropolitan District, in its discretion, may grant extensions of time for completion of any proposed Improvements.

Section 2.6. *Notice of Completion.*

Upon the completion of any Improvement, the applicant for approval of the same shall give a written "**Notice of Completion**" to the governing board of the Metropolitan District. Until the date of receipt of such Notice of Completion, the governing board of such Metropolitan District shall not be deemed to have notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

Section 2.7. *Inspection of Work.*

The governing board of the Metropolitan District or its duly authorized representative or committee shall have the right to inspect any Improvement prior to, during or after completion in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article; provided, however, that the right of inspection shall terminate sixty (60) days after the governing board of the Metropolitan District has received a Notice of Completion from the applicant.

Section 2.8. *Notice of Noncompliance.*

If, as a result of inspections or otherwise, the governing board of the Metropolitan District finds that any Improvement has been done without obtaining the approval of the governing board of such Metropolitan District, or was not done in substantial compliance with the approval that was granted, or was not completed within one (1) year after the date of approval (except landscaping, as provided below), subject to any extensions of time granted pursuant to Section 2.5 hereof, the governing board of the Metropolitan District shall notify the applicant in writing of the noncompliance; which notice of noncompliance shall be given, in any event, within sixty (60) days after the governing board of such Metropolitan District receives a Notice of Completion from the applicant. The notice of noncompliance shall specify the particulars of the noncompliance.

Section 2.9. *Correction of Noncompliance.*

If the governing board of the Metropolitan District determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove the same (and return the subject property or structure to its original condition) within a period of not more than sixty (60) days from the date of receipt of the notice of noncompliance. If such Person does not comply with the ruling within such period, the governing board of the Metropolitan District may, at its option, record a notice of noncompliance against the Lot on which the noncompliance exists, may impose fines and penalties, may remove the non-complying Improvement or may otherwise remedy the noncompliance, and the Person responsible for such noncompliance shall reimburse the governing board of such Metropolitan District, upon demand, for all costs and expenses incurred with respect thereto.

Section 2.10. *Cooperation and Delegation.*

The governing board of the Metropolitan District shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, any other architectural review committees, or one or more other boards or committees that exercise architectural or design review functions, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the governing board of the Metropolitan District in its discretion. The costs and expenses for all such matters, if any, shall be shared or apportioned between such other boards or committees

and the Metropolitan District, as the governing board of such Metropolitan District may determine in its discretion from time to time. Additionally, the governing board of the Metropolitan District shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, other architectural review committees, or one or more other boards or committees that exercise architectural or design review functions, to collect fees, charges, or other amounts which may be due to such entity and to permit any such entity to collect fees, charges, or other amounts which may be due to the Metropolitan District; in any such instance, the governing board of the Metropolitan District shall provide for remittance to such entity of any amounts collected by the governing board of such Metropolitan District or to the Metropolitan District of any amounts collected by such entity.

Section 2.11. *Access Easement.*

Each Lot is subject to an easement in favor of the Metropolitan District and the governing board thereof, including the agents, representatives, employees and contractors thereof: for performing any of the actions contemplated in this Article, including without limitation Sections 2.7 and 2.9 hereof; and/or for and incidental to investigation and/or enforcement of any term or provision of this Amendment In Its Entirety, the Guidelines, or the Rules and Regulations. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any other property or any Lot, the Owner responsible for the damage or expense to avoid damage, or the Metropolitan District, if it is responsible, is liable for the cost of prompt repair. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Lot; except that no such notice shall be required in connection with any exterior, non-intrusive maintenance; and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner(s) or occupant(s) of each affected Lot shall be notified of emergency entry as early as is reasonably possible. The interior of any residence located on a Lot shall not be subject to the easements provided for in this Section.

Section 2.12. *No Liability.*

The Metropolitan District, the governing board and members thereof, as well as any representative or committee of the Metropolitan District appointed to act on behalf of the governing board thereof, shall not be liable in equity or damages to any Person submitting requests for approval or to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter within its jurisdiction hereunder. In reviewing any matter, the Metropolitan District shall not be responsible for the safety, whether structural or otherwise, of the Improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor compliance with any other standards or regulations, and any approval of an Improvement by the Metropolitan District, shall not be deemed an approval of any such matters. No Owner or other

Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Metropolitan District.

Section 2.13. *Variance.*

The governing board of the Metropolitan District, in its sole discretion, may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Amendment In Its Entirety, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 2.14. *Waivers; No Precedent.*

The approval or consent of the governing board of the Metropolitan District, or any representative or committee thereof, to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the governing board or any representative or committee thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

Section 2.15. *Exemption of Each Builder.*

Notwithstanding anything to the contrary contained in this Amendment In Its Entirety, each Builder shall be exempt from the provisions of this Article 2, except for the requirements to obtain approval from all governmental entities with jurisdiction thereover (as provided in subsection 2.1.3 hereof).

ARTICLE 3. RESTRICTIONS

Section 3.1. *Restrictions Imposed.*

The Property is subject to all requirements, covenants, restrictions and other matters stated on the recorded plats of the Property, or any portion thereof, as well as all other applicable documents. In addition, the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Amendment In Its Entirety. In addition, no unlawful use shall be permitted or made of the Property or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Property, or any portion thereof, shall be observed.

Section 3.2. *Residential Use; Professional or Home Occupation.*

Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied:

3.2.1. the business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

3.2.2. the existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of one or more signs indicating that a business is being operated;

3.2.3. the business does not result in an undue volume of traffic or parking within the Property;

3.2.4. the business conforms to all zoning requirements and is lawful in nature;
and

3.2.5. the business conforms to this Amendment In Its Entirety, the Guidelines, and the Rules and Regulations, and all other provisions, that may be imposed by the governing board of the Metropolitan District from time to time on a uniform basis.

Section 3.3. *Household Pets.*

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded on the Property; provided, however, that the Owners and residents of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Property. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the Owner or his or her representative, who shall be responsible for collecting and properly disposing of any animal waste. The governing board of the Metropolitan District shall have, and is hereby given, the right and authority to: set size or poundage limits on pets; regulate the number(s) and/or type(s) of pets that are permitted to be kept; determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; that an Owner or resident is in violation of the leash laws of the applicable jurisdiction or other applicable governmental laws, ordinances, or other provisions related to household pets; or that an Owner or resident is otherwise in violation of the provisions of this Section. In any such case, the governing board of the Metropolitan District may take such action(s) as it may deem appropriate. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred as a result of such pets.

Section 3.4. *Temporary Structures; Unsightly Conditions.*

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located on the Property as to be visible from a street or from any other portion of the Property.

Section 3.5. *Miscellaneous Improvements.*

3.5.1. No advertising or signs of any character shall be erected, placed, permitted, or maintained other than a name plate of the occupant and a street number, and except for a sign advertising a home for sale or lease that is not more than six (6) square feet and is otherwise in compliance with the requirements of the Metropolitan District; and such other signs, for such length(s) of time, which have the prior written approval of the governing board of the Metropolitan District or are expressly permitted by applicable law. Notwithstanding the foregoing, signs, advertising, or billboards used by a Builder in connection with the promotion, marketing, sale or rental of Lots and Improvements, or otherwise in connection with construction on the Property, shall be permissible.

3.5.2. No clotheslines, drying yards, service yards, wood piles, storage areas or chain-linked (or other) dog runs, shall be so located as to be visible from a street or from the ground level of any Lot.

3.5.3. No types of refrigerating, cooling or heating apparatus shall be permitted on a roof. Further, no such apparatus shall be permitted elsewhere except when appropriately screened and approved by the governing board of the Metropolitan District. Without limiting the foregoing, conventional air conditioning units located on the ground of a Lot are permissible when approved in accordance with the preceding sentence.

3.5.4. Except as may otherwise be permitted by the governing board of the Metropolitan District, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by a Builder in connection with the sale or rental of Lots, or otherwise in connection with construction on the Property; and provided further, however, that the requirements of this subsection shall not apply to those "antenna" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended from time to time. As to "antenna" (including certain satellite dishes) which are specifically

covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended, the governing board of the Metropolitan District shall be empowered to adopt Rules and Regulations governing the types of "antenna" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or applicable regulations, as amended, establish reasonable, non-discriminatory restrictions relating to appearance, safety, location, maintenance, and such other provision as may be permitted under the Telecommunications Act of 1996 and/or applicable regulations, as amended.

3.5.5. No fences shall be permitted except with the prior written approval of the governing board of the Metropolitan District. However, notwithstanding the preceding sentence, no such approval shall be required for fencing installed by a Builder, if such fencing is of the same type, and at a comparable location, as fencing that has previously been installed in the Property by Richmond American Homes. Any fences constructed on a Lot shall be maintained by the Owners of such Lot.

3.5.6. No wind generators shall be constructed, installed, erected or maintained.

Section 3.6. *Vehicular Parking, Storage and Repairs.*

3.6.1. Except as otherwise provided in Section 3.6.2 hereof and/or in Rules and Regulations, vehicles shall be parked only in the garages, in the driveways, if any, serving the Lots, or in appropriate spaces or areas which may be designated by the governing board of the Metropolitan District from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Vehicles shall be subject to such Rules and Regulations as the governing board of the Metropolitan District may adopt from time to time.

3.6.2. Except as may otherwise be set forth in the Rules and Regulations or Guidelines, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages or specific areas, if any, which may be designated by the governing board of the Metropolitan District from time to time. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted in the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a

tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior written approval of the governing board of the Metropolitan District.

3.6.3. In the event the governing board of the Metropolitan District determines that a vehicle is parked or stored in violation of subsections 3.6.1 or 3.6.2 hereof, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the governing board of the Metropolitan District in its discretion from time to time, the governing board of such Metropolitan District shall have the right to remove the vehicle at the sole expense of the owner thereof.

3.6.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Property unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incidental and necessary to such washing and polishing.

Section 3.7. *Nuisances.*

No nuisance shall be permitted which is visible within or otherwise affects any portion of the Property, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot, or any portion thereof, by its residents. As used herein, the term "nuisance" shall include each violation of this Amendment In Its Entirety, the Guidelines and the Rules and Regulations. No noxious or offensive activity shall be carried on, nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 3.8. *No Hazardous Activities; No Hazardous Materials or Chemicals.*

No activities shall be conducted 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 and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Section 3.9. *No Annoying Light, Sounds or Odors.*

No light shall be emitted which is unreasonably bright or causes unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be permitted which is noxious or offensive to others. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled from any Lot. In addition to the foregoing, no electromagnetic wave, light or any physical emission which might interfere with aircraft, aviation, communications or navigational aids shall be permitted.

Section 3.10. *Restrictions on Trash and Materials.*

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. The governing body of the Metropolitan District shall have the power to regulate the days and hours during which trash and solid waste may be collected and put out for collection, as well as any and all other matters having to do, in any way, with trash collection.

Section 3.11. *Lots to be Maintained.*

Subject to Section 3.4 hereof, each Lot shall at all times be kept in a clean, safe and slightly condition, and in good repair, by the Owner(s) thereof. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot, and shall include mowing of Lots in order to keep them in a safe and sanitary condition.

Section 3.12. *Leases.*

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Lot, or any portion thereof, as long as all leases provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Amendment In Its Entirety, the Guidelines, and the Rules and Regulations; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

Section 3.13. *Landscaping.*

Within ninety (90) days after the date upon which a certificate of occupancy is issued by the City of Aurora, Colorado for the residence located on a Lot, subject, however, to reasonable delays resulting from weather conditions, or within such longer period as may be approved in

writing by the governing board of the Metropolitan District, the Owner of such Lot shall install and thereafter maintain landscaping on the Lot and the adjacent Street Border Area, in a neat and attractive condition, including all necessary landscaping and gardening, to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation; except that, with respect to each Lot owned by a Builder, the aforesaid time periods shall be within ninety (90) days after initial conveyance of such Lot, with a completed residence thereon. The governing board of the Metropolitan District may adopt guidelines or rules to regulate landscaping permitted and required on the Lots and Street Border Areas, as provided in this Amendment In Its Entirety; provided, however, that Builders shall be exempt from compliance with such rules and regulations regarding installation of landscaping, but not regarding maintenance of Lots. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines or rules, or shall allow landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the governing board of the Metropolitan District may impose fines and penalties and, upon thirty (30) days prior written notice to such Owner, shall have the right either (a) to seek any remedies at law or in equity which it may have or to correct such condition, or (b) to enter upon such Owner's Lot, and the adjacent Street Border Area, for the purpose of correcting such condition, and such Owner shall promptly reimburse the Metropolitan District for the cost thereof, or (c) both of the foregoing.

Section 3.14. Party Walls.

Except as hereinafter provided, the rights and duties of Owners of contiguous Lots (excluding any Lot which has part or all of one or more condominium units, which shall be governed by a condominium declaration), if any, which have shared walls or fences ("**Party Walls**") shall be as follows: (a) each Owner shall have the right to use the Party Wall, provided-that such use does not interfere with the other Owner's use and enjoyment thereof; (b) if a Party Wall is damaged or destroyed through the willful or negligent act of an Owner or any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors of such Owner, then such Owner shall be obligated to rebuild and repair the Party Wall at such Owner's sole expense, and any dispute over such Owner's liability shall be resolved as provided in subsection (d) below; (c) in the event a Party Wall is damaged or destroyed other than by the willful or negligent act of an adjoining Owner or any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors of such Owner, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Lots adjoin such Party Wall, immediately to rebuild and repair such Party Wall, such expense to be ratably divided among such Owners on the basis of the amount of frontage of their respective Lots on the damaged or destroyed Party Wall; (d) in the event of a dispute between Owners with respect to a Party Wall or the sharing of the cost thereof, such Owners shall submit the dispute to the governing board of the Metropolitan District, whose decision shall be binding and final; provided, however, that notwithstanding any such decision, no Owner shall be prohibited from seeking indemnity or damages from the party causing the damage; and (e) any wall or fence lying completely upon any portion of the Property

owned by the Metropolitan District, including any such wall or fence which lies adjacent to a Lot, shall not be considered a Party Wall under this Section.

ARTICLE 4. GENERAL PROVISIONS

Section 4.1. Rules and Regulations.

Rules and regulations concerning and governing the Property (including any recreation areas within the Property) may be adopted, enacted, modified, amended, repealed, and re-enacted from time to time by the governing board of the Metropolitan District collectively, the “**Rules and Regulations**”). The Rules and Regulations may be included in Guidelines promulgated by the Metropolitan District as set forth in Section 2.2 herein. The Metropolitan District may establish and enforce penalties for the infraction of the Rules and Regulations, including the levying and collecting of fines. The Rules and Regulations may state procedural requirements, interpretations, clarifications and applications of this Amendment In Its Entirety and law, including blanket requirements, blanket interpretations, and blanket applications. The governing board of the Metropolitan District has the authority to adopt or vary one or more of the Rules and Regulations that are different for different types of homes. Any Rules and Regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Amendment In Its Entirety.

Section 4.2. Enforcement.

4.2.1. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Amendment In Its Entirety, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. No remedy shall be exclusive of other remedies that may be available. In any action instituted or maintained under this Amendment In Its Entirety, the Guidelines or the Rules and Regulations, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Metropolitan District or any Owner to enforce any covenant, restriction or other provision herein contained, shall not be deemed a waiver of the right to do so thereafter.

4.2.2. Without limiting the generality of the foregoing, the Metropolitan District shall have the right to send demand letters and notices, to levy and collect fines, to negotiate, settle and to take any other actions with respect to any violation(s) or alleged violation(s) of any of this Amendment In Its Entirety, the Guidelines, and/or the Rules and Regulations.

Section 4.3. Annexation.

A Builder may at any time, from time to time, annex to the Property additional real estate, and Improvements, that are owned by such Builder and are within the area governed by the

Metropolitan District. By each such annexation, if any, such Builder shall be deemed to have amended the term "**Property**" to include such annexed real estate and Improvements. Each such annexation, if any, shall be accomplished by recording of an annexation document that expressly and unequivocally provides that the real estate and Improvements described therein shall be subject to this Amendment In Its Entirety, and all terms and provisions hereof.

Section 4.4. *The Rights of Each Builder.*

Notwithstanding anything to the contrary contained in this Amendment In Its Entirety, it shall be expressly permissible and proper for each Builder to perform such activities, and to maintain upon portions of the Property, such facilities as such Builder deems reasonably necessary or incidental to the construction, promotion, marketing, and sale of Lots and Improvements. The foregoing includes, without limitation, locating, maintaining and relocating management offices, signs, model units, construction offices, trailers and sales offices, in such numbers, of such sizes, and at such locations as it determines in its reasonable discretion from time to time. Nothing contained in this Amendment In Its Entirety shall limit the rights of a Builder, or require a Builder, to obtain approvals:

4.4.1. to excavate, cut, fill or grade any property (with the consent of the Owner thereof), or to construct, alter, demolish or replace any Improvements;

4.4.2. to use any Improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office, in connection with the construction or sale of any Lot, or Improvement, in the Property; and/or

4.4.3. to require a Builder to seek or obtain any approvals, under this Amendment In Its Entirety, for any such activity.

Section 4.5. *Governmental Immunity.*

The Metropolitan District does not waive, and no provision of this Amendment In Its Entirety shall be deemed a waiver of, the immunities and limitations to which the Metropolitan District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended.

Section 4.6. *Duration and Amendment.*

Each and every provision of this Amendment In Its Entirety shall run with and bind the land perpetually from the date of Recording of this Amendment In Its Entirety. This Amendment In Its Entirety may be amended and/or supplemented by the affirmative vote or agreement of the Owners of at least sixty-seven percent (67%) of the Lots, and with the prior written consent of the Metropolitan District.

Section 4.7. *Severability.*

All provisions of this Amendment In Its Entirety are severable. Invalidation of any provision of this Amendment In Its Entirety by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 4.8. *Notices.*

Any notice permitted or required in this Amendment In Its Entirety shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail addressed to the Owner at the address for such Owner's Lot.

Section 4.9. *Use of "Include," "Includes" and "Including".*

All uses in this Amendment In Its Entirety, the Guidelines, or the Rules and Regulations, of the words "include," "includes" and "including," shall be deemed to include the words "without limitation" immediately thereafter.

Section 4.10. *Headings.*

The Article, Section and subsection headings in this Amendment In Its Entirety are inserted for convenience of reference only, do not constitute a part of this Amendment In Its Entirety, and in no way define, describe or limit the scope or intent of this Amendment In Its Entirety or any of the provisions hereof.

Section 4.11. *Gender.*

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 4.12. *Runs with the Land; Binding Upon Successors.*

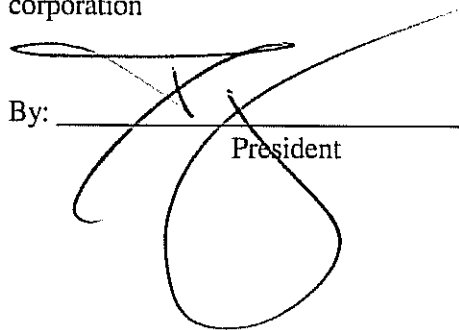
The benefits, burdens, and all other provisions contained in this Amendment In Its Entirety shall be covenants running with and binding upon the Property and all Improvements. The benefits, burdens, and all other provisions contained in this Amendment In Its Entirety shall be binding upon, and inure to the benefit of, the Metropolitan District, each Owner, and each Builder, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Association, by its President and Secretary, hereby certifies that this Amendment In Its Entirety has been approved by the Members holding at least sixty-seven percent (67%) of the voting power of Members of the Association present in person or by proxy at a duly constituted meeting of the Members.

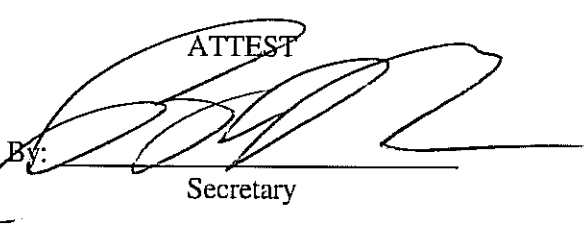
ASSOCIATION:

WHEATLANDS MASTER HOMEOWNERS
ASSOCIATION, INC., a Colorado non-profit
corporation

By: _____
President



ATTEST
By: _____
Secretary

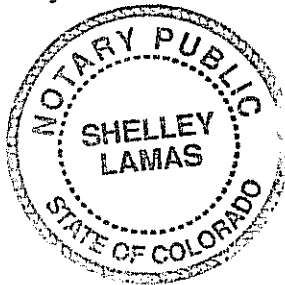


STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5TH day of DECEMBER,
2011, by DAVID GOLDBERG as President and by BRYAN McFARLAND as
Secretary, of Wheatlands Master Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

{SEAL}



Shelley Lamas
Notary Public
My commission expires: 6/4/2012

