PROTECTIVE COVENANTS AND RESTRICTIONS OF LITTLETON VILLAGE (District No. 2)

THESE PROTECTIVE COVENANTS AND RESTRICTIONS OF LITTLETON VILLAGE (District No. 2) ("**Covenants,**" as hereinafter more fully defined) are made and entered into the date and year hereinafter set forth by WIP Littleton Village LLC, a Delaware limited liability company ("**Developer,**" as hereinafter more fully defined).

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property in the City of Littleton ("**City**"), County of Arapahoe ("**County**"), State of Colorado, which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**Property,**" as hereinafter more fully defined); and

WHEREAS, the Developer desires to subject and place upon the Property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions; and

WHEREAS, these Covenants do not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); therefore, these Covenants shall not be governed by the Colorado Common Interest Ownership Act; and

WHEREAS, pursuant to C.R.S. § 32-1-1004(8), it is the intention of the Developer to empower the Metropolitan District (as hereinafter defined) to provide certain services to the residents of the Metropolitan District (collectively, the "**Services,**" as hereinafter more fully defined), including covenant enforcement and design review;

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other provisions, set forth herein.

ARTICLE 1. DEFINITIONS

Section 1.1. *ACC.*

"**ACC**" means the Architectural Control Committee, which shall be appointed by the Developer during the Developer Control Period (as defined in Section 2.1) and upon expiration of the Developer Control Period, appointed by the Metropolitan District, all as provided in Section 2.1 of these Covenants. The ACC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in these Covenants.

Section 1.2. *Builder.*

"**Builder**" means any Person who is designated as a "**Builder**" under these Covenants in a written designation that is signed by the then-Developer, and which designation is recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, and such Person: (i) acquires one or more parcels of the Property for the purpose of constructing at least one

residence on each such parcel for sale, and/or rental, to the public; and/or (ii) acquires one or more parcels of the Property for sale to any Person fitting the description in Section 1.2(i).

Section 1.3. ***Covenants.***

"**Covenants**" means these Protective Covenants and Restrictions of Littleton Village, as amended and supplemented.

Section 1.4. ***Developer.***

"**Developer**" means WIP Littleton Village LLC, a Delaware limited liability company, and/or any other Person to whom the Developer may assign one or more of the Developer's rights under these Covenants (which shall be the extent of the Developer's rights to which such assignee succeeds); provided, that no assignment of any Developer rights shall be effective unless such assignment is duly executed by the assignor Developer and recorded in Arapahoe County, Colorado. In lieu of such assignment and during the Developer Control Period, the Developer may determine to contract with the Metropolitan District in order for the Metropolitan District to provide the Services hereunder.

Section 1.5. ***Governing Documents.***

"**Governing Documents**" means these Covenants, any Design Guidelines (as hereinafter defined), any Rules and Regulations (as hereinafter defined), and any other documents now or hereafter adopted by or for the Metropolitan District or ACC, as amended or supplemented, relating to the Services.

Section 1.6. ***Improvements.***

"**Improvements**" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including buildings, outbuildings, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swingsets or other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any, and any other improvements the design of which are governed by the Design Guidelines.

Section 1.7. ***Metropolitan District.***

"**Metropolitan District**" means Littleton Village Metropolitan District No. 2, and/or any other metropolitan district, to which the then-Metropolitan District may transfer or assign any or all of the rights and duties of the Metropolitan District under these Covenants. Littleton Village Metropolitan District No. 2 has or is expected to enter into an agreement with Littleton Village Metropolitan District No. 1, assigning its rights and obligations hereunder to Littleton Village Metropolitan District No. 1. Accordingly, from such time of assignment and until such assignment is terminated, Littleton Village Metropolitan District No. 1 shall be considered the

"Metropolitan District" hereunder. Any assignment or transfer, if any, shall be effective upon recording in Arapahoe County, Colorado, of a document of transfer or assignment, duly executed by the then-Metropolitan District. In addition to the authority to provide the Services (as defined in Section 1.11), the Metropolitan District has such other authority with respect to the provision of the Services, as may be permitted by the Special District Act, C.R. S. § 32-1-101 *et. seq.*, including, but not limited to, the right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and undertake enforcement actions.

Section 1.8. ***Owner.***

"**Owner**" means each fee simple title holder of a Unit, including Developer, any Builder and any other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation.

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 or any combination thereof and includes each Owner, the Developer, each Builder, the ACC, the Metropolitan District, and the governing body of the Metropolitan District.

Section 1.10. ***Property.***

"**Property**" means the real estate described on the attached **Exhibit A**, as supplemented and amended, as the same may now or hereafter be improved, and as the Developer, any Builder or Owner may now or hereafter subdivide or resubdivide any portion thereof; provided, however, that the Property shall not include any property that has been withdrawn as provided in Section 5.9 hereof.

Section 1.11. ***Services.***

"**Services**" means the services that the Metropolitan District is empowered to provide pursuant to C.R.S. §32-1-1004(8), as amended, and other provisions of Title 32 of C.R.S., as amended, including covenant enforcement and design review.

Section 1.12. ***Unit.***

"**Unit**" means any lot or unit within the Property that is shown upon any recorded plat or any recorded condominium map or any parcel of land on the Property that may be sold or conveyed without violation of the provisions of either Colorado law or the law of the City of Littleton pertaining to subdivision of land. The foregoing shall include each platted lot, each condominium unit, and each parcel of the Property upon which one or more apartment units may now or hereafter be located.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1. ***Composition of ACC.***

The ACC shall consist of three (3) or more natural Persons. The Developer has the authority to appoint the ACC, and/or to delegate some or all architectural authority, as provided in Section 2.2 hereof, from the date of recording of these Covenants until the date of conveyance of all the Property to the first Owners thereof other than the Developer or any Builder or any other Person who acquires one or more parcels of the Property for the purpose of constructing at least one residence on each such parcel (the "**Developer Control Period**"). After expiration of the Developer Control Period, the governing board of the Metropolitan District has the authority to serve as or appoint the members to the ACC, and/or to delegate some or all architectural authority, as provided in Section 2.2 hereof. The appointments of all then-current members of the ACC who were appointed by the Developer shall automatically terminate on the date which is thirty (30) days after expiration of the Developer Control Period.

Section 2.2. ***Delegation of Some or All Architectural Authority.***

The Person with the authority to appoint the ACC, as provided in the preceding Section 2.1 shall have the right and authority to: (a) delegate, in writing, some or all architectural authority, to one or more other Persons, including one or more metropolitan or other district(s), such as by entering into intergovernmental agreement(s) or other document(s) or agreement(s); and (b) withdraw, in writing, any delegated authority.

Section 2.3. ***Architectural Review Requirements; Authority of the ACC.***

2.3.1 No Improvements shall be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit, unless said Improvements are in full compliance with all provisions of the Governing Documents, and in compliance with all City requirements, and unless such Improvements are approved in writing by the ACC. Any Owner requesting approval to construct, erect, place, alter, plant, apply, install or modify any Improvements upon any Unit shall comply with the submittal requirements set forth in the Design Guidelines. Additionally, at least two (2) sets of complete plans and specifications of proposed Improvements (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 ACC or the Design Guidelines), shall have been first submitted to the ACC for review and consideration.

2.3.2 The ACC shall exercise its judgment to the end that the proposed Improvements substantially harmonize with the existing surroundings, residences, landscaping and structures and comply with the provisions of the Governing Documents. However, the ACC shall not review or approve any proposed Improvement regarding whether the same complies with governmental requirements, such as those of the City. Rather, as provided in Section 2.3.3, below, the applicant is also required to submit proposed Improvements to the applicable governmental entities for a determination of compliance with governmental requirements. In its review of such plans, specifications and other materials and information, the ACC may require,

as a condition to its considering an approval request, that the applicant(s) pay, and/or reimburse the ACC, for the expenses incurred in the process of review and approval or disapproval.

2.3.3 In addition to the foregoing review and approval, and notwithstanding anything to the contrary in these Covenants, 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, including the City, 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 City, if required, shall be a precondition to commencement of any construction of, alteration of, addition to or change in, any Improvement. The ACC shall, upon the prior written request of any Owner, provide a certification to the City that any proposed Improvement has been approved by the ACC in accordance with this Section 2.3.

2.3.4 In addition to the authority that is given to the ACC in these Covenants, as well as such authority as may be implied from any provision(s) of these Covenants, the ACC shall have all authority and powers that are given by Colorado statute and/or case law, to a corporation, a limited liability company, or any other legal entity. The foregoing shall include the power to receive and review complaints from one or more Owners, Developer, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring.

2.3.5 The ACC may, at any time, appoint a representative to act on its behalf. If so, then the actions of such representative shall be the actions of the ACC. However, if such a representative is appointed, then the ACC shall have full power over such representative, including the power to at any time withdraw from such representative, any authority to act on behalf of the ACC, and the power to at any time remove or replace such representative.

Section 2.4. ***Design Guidelines.***

The Developer, with the approval of the City, which such approval was required by the City in connection with the City's approval of that certain Littleton Village General Planned Development Plan (Major Amendment #1 and Rezoning, recorded in the real property records of the County on February 21, 2014 at Reception No. D4014290 and that certain Littleton Village General Planned Development Plan (Minor Amendment) recorded in the real property records of the County of March 24, 2014 at Reception No. D4022945 (as amended, the "**GPDP**"), has promulgated, adopted, enacted those certain Littleton Village Architectural and Urban Design Standards and Guidelines (as amended or modified in accordance with its terms, the "**Design Guidelines**"). All Improvements proposed to be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit by any Owner shall be done and used in accordance with the Design Guidelines. The Design Guidelines (as amended from time to time in accordance with their terms) shall not be recorded against the Property but are hereby incorporated into these Covenants as if fully set forth herein and shall be the primary but not exclusive criteria upon which the ACC shall base its approval or denial of architectural requests.

Section 2.5. ***Procedures.***

The ACC shall review and approve (which may be with conditions and/or requirements), or disapprove, each request for architectural approval of any Improvement in accordance with the design review process set forth in the Design Guidelines. With respect to any Builder's (i) color palettes for all of the Improvements to be constructed on any Units to be constructed by such Builder, and (ii) package of base model Improvement plans (together with a suite of optional upgrades and variations to be determined on an individual Unit basis), ACC approval of the foregoing shall be deemed approved for construction of all Improvements; provided, no Improvements shall be constructed unless they are in complete conformance with the color palettes and base model Improvement plans (together with optional upgrades and variations) previously approved by the ACC.

Section 2.6. ***Vote.***

The affirmative vote of a majority of the ACC shall constitute approval (which may be with conditions and/or requirements) of each matter, unless the ACC has appointed a representative to act for it, in which case the decision of such representative shall control.

Section 2.7. ***Prosecution of Work After Approval.***

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ACC, the proposed Improvement shall be completed and constructed 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 ("**Completion Deadline**"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the ACC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ACC in writing no later than thirty (30) days prior to the Completion Deadline; provided that the Owner is diligently prosecuting completion of the subject Improvements at the time such request is made.

Section 2.8. ***Notice of Completion.***

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "**Notice of Completion**" to the ACC. Until the date of receipt of such Notice of Completion, the ACC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article.

Section 2.9. ***Inspection of Work.***

The ACC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to 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.

Section 2.10. ***Notice of Noncompliance.***

If, as a result of inspections or otherwise, the ACC determines that any Improvement has been done without obtaining the required approval (which may be with conditions and/or requirements) of the ACC, or was not done in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline (except landscaping, as provided below), subject to any extensions of time granted pursuant to Section 2.7 hereof, then the ACC shall notify the applicant in writing of the noncompliance. Such notice of noncompliance shall be given (a) not later than thirty (30) days after the ACC receives a Notice of Completion from the applicant, or (b) in the case of any Improvements constructed without the knowledge or prior approval of the ACC or for which no Notice of Completion is delivered, not later than sixty (60) days after the ACC discovers any such noncompliance. The notice of noncompliance shall specify the particulars of the noncompliance.

Section 2.11. ***Correction of Noncompliance.***

If the ACC determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove the same not less than forty-five (45) days from the date of receipt of the notice of noncompliance. If such Person does not comply with the ruling within such forty-five (45) day period, the ACC may, at its option, record a notice of noncompliance against the Unit on which the noncompliance exists, may remove the non-complying Improvement, or may otherwise remedy the noncompliance, and the Person responsible for such noncompliance shall reimburse the ACC, upon demand, for all costs and expenses incurred with respect thereto.

Section 2.12. ***Cooperation.***

The ACC has the right and authority to enter into agreements and otherwise cooperate with any architectural review or similar committees, any metropolitan or other districts, or one or more boards or committees that exercise architectural or design review functions, or any other Person, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the ACC. The costs and expenses for all such matters, if any, shall be shared or apportioned between such Persons and the ACC, as the ACC may determine. The foregoing shall include collection, payment, and disbursement of fees, charges, and/or any other amounts.

Section 2.13. ***Access Easement.***

Each Unit shall be subject to an easement in favor of the ACC and the Person who then has the authority to appoint the ACC, as provided in Section 2.1 of these Covenants, including the agents, employees and contractors of each such Person, for performing any of the actions permitted under these Covenants. The foregoing shall include inspections undertaken pursuant to Section 2.9 of these Covenants. If damage is inflicted on any other property or any Unit in connection with such inspections, the Person responsible for the damage shall be liable for the cost of prompt repair. Further, the rights and easements granted in this Section 2.13may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of

any affected Unit; provided, however, no such notice shall be required (a) in connection with exterior, non-intrusive maintenance, and (b) in emergency situations, entry upon a Unit may be made at any time, provided that the Owner(s) or occupant(s) of each affected Unit shall be notified of emergency entry as early as is reasonably possible. The interior of any residence shall not be subject to the easements provided for in this Section 2.13.

Section 2.14. ***No Liability.***

The ACC, the Person who then has the authority to appoint the ACC, as well as any representative appointed by the ACC, shall not be liable in equity or damages to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve (which may be with conditions and/or requirements) or disapprove, in regard to any matter. In reviewing or approving any matter, the ACC 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 (which may be with conditions and/or requirements) of an Improvement by the ACC shall not constitute a warranty by the ACC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants' intended use. 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 ACC.

Section 2.15. ***Variance.***

The ACC may grant reasonable variances or adjustments from any conditions and restrictions imposed by Article 2 of these Covenants, and in accordance with the provisions of the Design Guidelines, 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 if they are not materially detrimental or injurious to the other property or improvements in the neighborhood, and do not contravene the general intent and purpose set forth in the applicable Governing Document. Notwithstanding the foregoing, any variance that may be granted under this Section 2.15 shall only be deemed a variance from the requirements of the applicable Governing Document, and shall not be a variance from the requirements of the City or any other governmental or quasi-governmental agency or entity.

Section 2.16. ***Waivers; No Precedent.***

The approval or consent of the ACC, or any representative thereof, to any application for approval shall <u>not</u> be deemed to constitute a waiver of any right to withhold or deny approval or consent by such Person, 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.

ARTICLE 3. RESTRICTIONS

Section 3.1. ***City Requirements; Additional Restrictions.***

Notwithstanding anything in these Covenants to the contrary, the Property is subject to all requirements, covenants, restrictions, ordinances, regulations, and other matters of the City, including those stated on the GPDP and recorded plats of the Property or any portion thereof, any approved site development plan (or similar document) for any portion of the Property, as well as on all other documents recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado. In addition to, and not in substitution of, City requirements, the Developer declares that all of the Units 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 these Covenants.

Section 3.2. ***Temporary Structures; Unsightly Conditions.***

Except as provided in Section 5.4, no structure of a temporary character, including a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Unit; 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, other than as specifically permitted in any Builder Covenants recorded by the Developer against all or a portion of the Property, no unsightly conditions, structures, facilities, equipment or objects shall be so located on any Unit as to be visible from a street or from any other Unit.

Section 3.3. ***Signage, Wood Piles and Storage Areas.***

In addition to complying with City requirements:

3.3.1 No advertising or signs of any character shall be erected, placed, permitted, or maintained on the Property or any Unit other than a name plate of the occupant and a street number, and except for a "**For Sale**," "**Open House**," "**For Rent**," or security sign of not more than five (5) square feet in the aggregate for all signs permitted by the foregoing sentence. Signs advertising garage sales, block parties, or similar community events, or political signs, may be permitted if the same are in compliance with the Design Guidelines or have otherwise been submitted to the ACC for review and approval (which may be with conditions and/or requirements), prior to posting of such signs. Notwithstanding the foregoing, any signs, billboards or other advertising may be used by the Developer or by any Builder (with the prior, written approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed), without regard to the foregoing; provided, any such signage shall comply with the Design Guidelines.

3.3.2 No wood piles or storage areas shall be so located on any Unit as to be visible from a street or from the ground level of any other Unit.

Section 3.4. ***Vehicular Parking, Storage and Repairs.***

3.4.1 Subject to the Design Guidelines and/or the Rules and Regulations (as hereinafter defined), the garage area, driveway and/or parking lots or structures of each Unit are first to be fully used for the parking of vehicles, before any street parking is done. However, notwithstanding the foregoing, any vehicles may be parked on streets, as temporarily expedient for loading, delivery, or emergency.

3.4.2 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 ACC. This restriction 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 temporarily 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 3.4.2, 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 approval (which may be with conditions and/or requirements) of the ACC.

3.4.3 In the event the ACC determines that a vehicle is parked or stored in violation of Section 3.4.1 or 3.4.2 of these Covenants, 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 ACC, then the ACC may have the vehicle removed at the sole expense of the owner thereof.

3.4.4 No activity, including maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on 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. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of any and all necessary safety measures, precautions and ventilation. However, the foregoing restrictions shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Unit, together with those activities normally incident and necessary to such washing and polishing.

3.4.5 DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, AND THE ACC, HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF, THE PERFORMANCE OF ANY MAINTENANCE, SERVICING, REBUILDING, REPAIR, DISMANTLING, OR REPAINTING OF ANY TYPE

OF VEHICLE, BOAT, TRAILER, MACHINE OR DEVICE OF ANY KIND, WITHIN ANY UNIT BY ANY OWNER OR OTHER PERSON.

Section 3.5. ***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 Unit, or any portion thereof, by its residents. As used herein, the term "nuisance" shall include each violation of these Covenants and the Design Guidelines, but shall not include any activities of the Developer. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, 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 3.6. ***No Hazardous Activities; No Hazardous Materials or Chemicals.***

No activities shall be conducted on any Unit or within Improvements constructed on any Unit which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit and no open fires shall be lighted or permitted on any Unit except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace or within an outdoor fire pit powered by natural gas, propane, or something similar. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit, 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 3.7. ***No Annoying Lights, Sounds or Odors.***

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

Section 3.8. ***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 of any Unit 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 Unit. 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.

Section 3.9. ***Units to be Maintained.***

Each Unit (including adjacent tree lawn area(s)) shall at all times be maintained, repaired and replaced in a good, clean and sightly condition by the Owners thereof.

Section 3.10. ***Leases.***

The term "**lease,**" as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include month-to-month rentals and subleases. Any Owner shall have the right to lease his Unit, 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 Governing Documents, 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 3.11. ***Landscaping.***

Within the time frames as hereinafter provided, the Owner of each Unit (other than Developer or a Builder) shall install landscaping over all portions of the Unit which is not covered by a building or Improvement, as well as on the tree lawn areas adjacent to such Unit in accordance with the Governing Documents and the requirements of the City. The Owner of each Unit (other than Developer) shall install landscaping on such Unit, and on adjacent tree lawn areas, on the earlier of the date required by the City or within one hundred eighty (180) days after the later to occur of acquisition of such Unit by such Owner or issuance by the City of a certificate of occupancy (or its equivalent) on the building, residence, condominium unit or apartment unit constructed on such Unit, if said acquisition or issuance, whichever occurs later, occurs between April 1 and July 31. If such acquisition or issuance, whichever occurs later, does not occur between April 1 and July 31, then such landscaping shall be installed by such Owner by the following June 30. Notwithstanding the foregoing, Builders shall not be required to complete landscaping in the backyards of single family residences within any Unit as long as such Builders otherwise comply with the requirements of the City and any other governmental or quasi-governmental entity with jurisdiction over the Unit and the Design Guidelines with respect to landscaping the Units. Landscaping plans must be in compliance with the requirements of the City and any other governmental or quasi-governmental entity with jurisdiction over the Unit, and submitted to the ACC for review and approval (which may be with conditions and/or requirements), and such approval shall be obtained in accordance with Article 2 of these Covenants prior to the installation of such landscaping. Each Owner shall maintain all landscaping on such Owner's Unit in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping.

Section 3.12. ***Grade and Drainage; Irrigation Recommendations; Drainage Easement; Maintenance of Surface Drainage Improvements and Underdrains.***

3.12.1 Each Owner shall maintain the grading upon his Unit, and grading around the building foundation, at the slope and pitch fixed by the final grading thereof, so as to maintain the established drainage. Each Owner agrees that he will not in any way interfere with the established drainage pattern over his Unit. In the event that it is necessary or desirable to change the established drainage over any Unit, then the Owner thereof shall submit a plan to the

ACC for review and approval in accordance with Article 2 of these Covenants (which such approval may be with conditions and/or requirements), and any such change shall also be made in accordance with all laws, regulations, requirements and resolutions of the City and other applicable governmental entities. For purposes of this Section 3.12.1, "**established drainage**" is defined as the drainage which exists at the time final grading of a Unit by the Developer, or by a Builder, is completed.

3.12.2 The Owner of a Unit should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the dwelling unit or any slab on the Unit. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the Owner of the Unit should water such shrubbery by "controlled hand-watering," and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls and slabs.

3.12.3 No Improvements shall be placed or permitted to remain on any Unit and no change in grading shall be permitted which may change the direction of flow or obstruct and retard the flow of water or other moisture with respect to each Unit in violation of the approved site specific grading and drainage plans related to such Unit. Developer reserves to itself and to the Metropolitan District the right to enter in and upon such Unit, at any time, to construct, repair, replace or change drainage pipes, structures or drainage ways, or to perform such grading, drainage or corrective work as Developer or the Metropolitan District may determine to conform such Unit to the approved site specific grading and drainage plans related to such Unit; provided, however, in no event shall the foregoing materially adversely affect any structure located on the Unit.

Section 3.13. ***Prohibition against Mining, Drilling and Similar Activities.***

No mining, quarrying, drilling, boring, or exploring for or removing, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, water or earth, shall be conducted on, in or under the Property, any portion thereof, or any Unit therein.

Section 3.14. ***Special District Obligations.***

Any Builder or Owner shall grant or approve such easements over its Unit or Units as are necessary or desirable to permit the construction, installation and maintenance of public improvements to be constructed by the Littleton Village Metropolitan District No. 1; provided however, the easements shall (i) to the extent possible, be over existing easement areas, (ii) not encroach into any building envelope on a Unit, and (iii) not unreasonably detract from the value, use, or enjoyment of the Unit or Units. The Littleton Village Metropolitan District No. 1 shall promptly restore any Unit or Improvements to their prior condition to the extent of any damage caused by Littleton Village Metropolitan District No. 1 during utilization of such easements.

ARTICLE 4. ALTERNATIVE DISPUTE RESOLUTION

Section 4.1. ***Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.***

4.1.1 Each Bound Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims (as defined below) to the procedures set forth in Section 4.5 hereof.

4.1.2 By acceptance of a deed for a Unit, each Owner agrees to abide by the terms of this Article.

4.1.3 Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article.

Section 4.2. ***Definitions Applicable to this Article.***

For purposes of this Article 4 only, the following terms have the meanings set forth in this Section 4.2:

4.2.1 "**Bound Party**" means each of the following: the Developer, its officers, directors, employees and agents; any Builder or contractor, and each of their respective directors, officers, members, partners, employees and agents that constructs or places Improvements on the Property; the Metropolitan District, and its directors, officers, members, partners, employees and agents; the ACC and the representatives appointed by the ACC, and each of their respective members and agents; all Persons subject to these Covenants; and any Person not otherwise subject to these Covenants who agrees to submit to this Article. Notwithstanding the foregoing, "**Bound Party**" shall not include any of the Persons identified in this Section 4.2.1, if such Persons have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim, including without limitation any purchase and sale agreement or similar document, and in such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such Persons shall apply with respect to such Claim.

4.2.2 "**Claimant**" means any Bound Party having a Claim.

4.2.3 "**Claim**" means, except as exempted by the terms of this Article 4, any claim, grievance or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based upon, including those arising out of or related to (i) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; (ii) the design, construction, sale, maintenance, habitability or condition of Improvements; or (iii) any rights, obligations or duties of any Bound Party under these Covenants, and/or statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

4.2.4 "**JAG**" means the Judicial Arbiter Group or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of JAG as set forth in these Covenants.

4.2.5 "**Notice**" means the written notification given by a Claimant to a Respondent which complies with Section 4.5.1 of these Covenants.

4.2.6 "**Party**" means the Claimant and the Respondent individually; "**Parties**" means the Claimant and the Respondent collectively.

4.2.7 "**Respondent**" means any Bound Party against whom a Claimant asserts a Claim.

4.2.8 "**Termination of Mediation**" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or otherwise agreed to by the Parties) and upon the expiration of which the Parties have not settled the applicable Claim.

4.2.9 "**Termination of Negotiations**" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 4.3. ***Commencement or Pursuit of Claim Against Bound Party.***

4.3.1 A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 4.

4.3.2 Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 4.4. ***Claims.***

Unless specifically exempted herein, all Claims between any of the Bound Parties shall be subject to the provisions of Section 4.5 hereof. Notwithstanding the foregoing, unless all Parties thereto otherwise agree in writing, the following shall not be Claims and shall not be subject to the provisions of Section 4.5 hereof:

4.4.1 any action by the ACC, the governing board of the Metropolitan District, or the Developer, to enforce Article 2 or Article 3 of these Covenants, or any provision(s) of the Design Guidelines or the Rules and Regulations (as hereinafter defined), including an action to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary;

4.4.2 any suit between or among Owners, which does not include Developer, Builder, the ACC, the Metropolitan District, or the governing board of the Metropolitan District

as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

4.4.3 any suit in which any indispensable party is not a Bound Party.

Section 4.5. ***Mandatory Procedures.***

4.5.1 *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

(a) the nature of the Claim, including all Persons involved and Respondent's role in the Claim;

(b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) the proposed remedy; and

(d) the fact that Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that Claimant will meet with Respondent not sooner than thirty (30) days after such inspection to discuss in good faith ways to resolve the Claim.

4.5.2 *Negotiation and Mediation.*

(a) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in the Notice, the governing board of the Metropolitan District may appoint a representative to assist the Parties in negotiation.

(b) Upon a Termination of Negotiations, Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in 4.5.1 of these Covenants. Claimant and Respondent shall individually (i.e. without joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners) mediate all Claims prior to proceeding under Section 4.6 below.

(c) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(d) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(e) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(f) If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 4.5.2 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 4.5 hereof. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

Section 4.6. ***Binding Arbitration.***

4.6.1 Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate binding arbitration of the Claim under the auspices of JAG in accordance with the then-current rules of JAG in effect as of the date of the Notice provided in accordance in Section 4.5.1 of these Covenants. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved, and shall be a retired Colorado state court or Federal judge or an attorney licensed to practice law in Colorado. Notwithstanding anything to the contrary, each arbitration shall be conducted on an individual Claimant basis to address the applicable Claim (i.e. without the joinder or inclusion of other Claimants or such Claimant serving as a class representative for or becoming a class member of other Claimants).

4.6.2 The arbitrator shall fix the date, time and place for the arbitration. The arbitration proceedings shall be conducted in Arapahoe County, unless otherwise agreed by the parties. Unless specified otherwise herein, the arbitration shall be conducted in accordance with the Colorado Revised Uniform Arbitration Act, C.R.S. Section 13-22-201 through Section 13-22 -230 and the rules and procedures determined by the arbitrator. Subject to the arbitrator's right to establish rules and procedures governing formal discovery in the arbitration, no formal discovery shall be conducted in the absence of an order of the arbitrator or express written agreement of the parties. Notwithstanding the foregoing sentence, any party asserting Claims against a Bound Party shall notify the Bound Party prior to retaining any Person as an expert witness for purposes of any arbitration or authorized litigation, and the other Respondent shall be entitled to conduct discovery, including depositions, of such expert. Each Party shall bear its own costs and expenses, and an equal share of the arbitrator's and administrative fees of arbitration, and shall not be entitled to or awarded its attorney fees or costs incurred with respect thereto, or the arbitrator's or arbitration fees. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

4.6.3 The award of the arbitrator shall be final and binding, may be filed with any court of competent jurisdiction and judgment obtain thereon (and execution may issue), and shall be accompanied by detailed written findings of fact and conclusions of law. An award in favor of any party shall be limited to actual damages, and the arbitrator shall not have any authority to award exemplary, punitive, special, indirect, consequential or any other damages except for actual damages. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties.

4.6.4 The rights, terms and provision of this Article are enforceable by Developer, and shall not be amended without the written consent of Developer. Further, this Article and the rights, terms and provisions contained herein constitute a servitude in gross for the benefit of Developer, the Builders, and their officers, directors, affiliates, agents, employees, contractors and consultants, shall inure to the benefit of the foregoing, and all of the foregoing are third party beneficiaries thereof, regardless of ownership of any portion of the Property.

4.6.5 BY TAKING TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER THEREOF ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE ARE A SIGNIFICANT INDUCEMENT TO THE WILLINGNESS OF DEVELOPER AND BUILDERS TO DEVELOP THE PROPERTY, CONSTRUCT IMPROVEMENTS AND SELL DWELLING UNITS, AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE, THE FOREGOING WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP THE PROPERTY, CONSTRUCT IMPROVEMENTS OR SELL DWELLING UNITS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. BY ACCEPTING TITLE TO SUCH PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE LIMIT HIS OR HER RIGHTS WITH RESPECT TO THE RIGHTS AND REMEDIES THAT MAY BE AVAILABLE IN THE EVENT OF A POTENTIAL OR ACTUAL CONSTRUCTION DEFECT AFFECTING THE IMPROVEMENTS OR ANY PORTION THEREOF.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1. *Rules and Regulations*.

Any rules and regulations, if any, concerning and governing the Property, may be promulgated, adopted, enacted, modified, amended, repealed, and re-enacted by the governing board of the Metropolitan District ("**Rules and Regulations**"), and such actions shall not be construed as an amendment to these Covenants requiring compliance with Section 5.6. The Rules and Regulations, if any, may state procedural requirements, interpretations, clarifications and applications of any provision(s) of these Covenants or the Design Guidelines 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 Rules and Regulations that are different for different types of Units, if any. Any Rules and Regulations, if any, that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, these Covenants or the Design Guidelines.

Section 5.2. ***Enforcement.***

5.2.1 This Section 5.2 is subject to Article 4 of these Covenants. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in these Covenants, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity. The Developer, Metropolitan District, ACC and any aggrieved Owner, shall have the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. Except as otherwise provided in Article 4 of these Covenants, in any action instituted or maintained under these Covenants or any other such documents, 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, except that, any Person who brings an action against the Developer, any Builder, the Metropolitan District, or the ACC regarding enforcement, or non-enforcement, of any provision(s) of the Governing Documents, shall not be entitled to recover their costs or any attorney fees. Failure by the Developer, the Metropolitan District, or any Owner to enforce any covenant, restriction or other provision herein contained shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of these Covenants, regardless of the number of violations or breaches that may occur.

5.2.2 The foregoing shall include the right of the Metropolitan District, in its capacity as the appointing entity of the ACC after expiration of the Developer Control Period, except with respect to the Developer, to send demand letters and notices, to charge interest and/or late charges, to levy and collect fines, to impose liens (as provided in C.R.S. Section 32-1-1001(j)(1), as amended), to negotiate, settle and/or take any other actions with respect to any violation(s) or alleged violation(s) of any of the Governing Documents.

Section 5.3. ***Severability.***

All provisions of these Covenants are severable. Invalidation of any of the provisions, including any provision of Article 4 of these Covenants (Alternative Dispute Resolution) 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 5.4. ***Rights and Easements of Developer and Builders.***

Notwithstanding anything to the contrary contained in the Governing Documents, it shall be expressly permissible and proper for Developer and each Builder, and their respective employees, agents, and contractors, without requirement of consent from any Person, to perform all activities, and maintain Improvements, tools, equipment, and facilities incidental to development, construction, use, rental, sale, occupancy, and/or advertising on the portion of the Property owned by them in accordance with these Covenants and any other covenants, including, without limitation, any builder covenants, encumbering the Property. The foregoing includes locating, maintaining and relocating management offices, construction offices, signs, model units and sales offices, and construction and sales trailers, in such numbers, of such sizes, and at such locations on the portion of the Property owned by such parties. In addition, nothing contained in

these Covenants shall limit the rights of Developer, or require the Developer (or any Builder designated by Developer), to obtain approvals:

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

5.4.2 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 development, construction or sale of any property; and/or

5.4.3 to seek or obtain any approvals under these Covenants for any such activity.

Section 5.5. ***Conflict of Provisions.***

In the case of any conflict between any of the Governing Documents (except for the Design Guidelines), these Covenants shall control. In the case of any conflict between the Design Guidelines and these Covenants, the Design Guidelines shall control.

Section 5.6. ***Duration, Revocation and Amendment.***

5.6.1 Each and every provision of these Covenants shall run with and bind the land, perpetually from the date of recording of these Covenants. Except as otherwise provided in these Covenants, these Covenants may be amended by a vote or agreement of the Owners of at least sixty-seven percent (67%) of the acreage of the Property; provided that, until 25 years after recording of these Covenants in the office of the Clerk and Recorder of Arapahoe County, Colorado, no amendment of these Covenants shall be effective without the prior, written consent of the Developer.

5.6.2 Notwithstanding anything to the contrary contained in these Covenants, these Covenants may be amended in whole or in part, at any time, by the Developer without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify these Covenants or any provision hereof. The Developer's right of amendment set forth in the preceding sentence shall terminate 25 years after recording of these Covenants in the office of the Clerk and Recorder of Arapahoe County, Colorado.

5.6.3 Notwithstanding anything to the contrary contained in these Covenants, these Covenants may be amended in whole or in part, at any time, by the Developer without the consent or approval of any other Owner or any other Person, in order to comply with the requirements, standards, or guidelines of the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, including the Federal Housing Administration, the Veterans Administration, or any other governmental or quasi-governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities. The Developer's right of amendment set forth in the preceding sentence shall terminate 25 years after recording of these Covenants in the office of the Clerk and Recorder of Arapahoe County, Colorado.

Section 5.7. ***Minor Violations of Setback Restrictions.***

If upon the erection of any structure or Improvement, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section 5.7 shall prevent the prosecution of a suit for any other violation of these Covenants or the Guidelines, if any. A "**minor violation,**" for the purpose of this Section 5.7, is a violation of not more than one (1) foot beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures. In addition to the foregoing, setback requirements are set by the City, such that any violation of the same is subject to review by, and approval of, the City.

Section 5.8. ***Subdivision or Replotting of Units.***

The Developer hereby reserves the right to subdivide or replat any Unit(s) owned by the Developer, provided that each subdivision or replatting is subject to review and approval by the City. Each such subdivision or replatting may change the number of Units in the Property. The foregoing reservation includes the right to move any lot line(s) on Unit(s) for the purpose of accommodating Improvements which are or may be constructed.

Section 5.9. ***Withdrawal.***

The Developer reserves the right to withdraw the Property, or any portion thereof, including one or more Units, from these Covenants, so long as the Developer owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be effected by the Developer recording a withdrawal document in the office of the Clerk and Recorder of Arapahoe County. A withdrawal as contained in this Section 5.9 constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from these Covenants so that, from and after the date of recording a withdrawal document, the property so withdrawn shall not be part of the Property. This Section 5.9 shall be in effect until conveyance of all the Property to the first Owners thereof, other than the Developer or any Builder.

Section 5.10. ***Annexation.*** The Developer may, at any time, annex to the Property additional property, including any property which may previously have been withdrawn from the Property. Each such annexation, if any, shall be accomplished by recording of an annexation document that expressly and unequivocally provides that the property described therein shall be subject to these Covenants and all terms and provisions hereof. However, any such annexation may include provisions which, as to the property described therein, adds to or changes. the rights, responsibilities and other requirements of these Covenants. Any such additional or changed provisions may be amended with the consent of the Owners of 67% of the Units to which those provisions apply.

Section 5.11. ***Notices.***

Any notice permitted or required in these Covenants 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, registered or certified mail postage prepaid, return receipt requested, addressed to the Owner at the address for such Owner's Unit.

Section 5.12. ***Limitation on Liability.***

The Developer, the Metropolitan District, the ACC, the Builders, and their respective directors, officers, shareholders, members, partners, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the Metropolitan District does not waive, and no provision of these Covenants 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. The release and waiver set forth in Section 5.16 (Waiver) shall apply to this Section 5.12.

Section 5.13. ***No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Developer, the Metropolitan District, the ACC, the Builders, or by any of their respective officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 5.16 (Waiver) shall apply to this Section 5.13.

Section 5.14. ***Disclaimer Regarding Safety.***

DEVELOPER, THE METROPOLITAN DISTRICT, THE ACC, THE BUILDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A UNIT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT DEVELOPER, THE BUILDERS, THE METROPOLITAN DISTRICT, THE ACC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE GOVERNING DOCUMENTS, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 5.16 (WAIVER) SHALL APPLY TO THIS SECTION 5.14.

Section 5.15. ***Development Within and Surrounding the Property.***

Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of

improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Developer, the Metropolitan District, the ACC, the Builders, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 5.16 (Waiver) shall apply to this Section 5.15.

Section 5.16. ***Waiver.***

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Developer, the Metropolitan District, the ACC, the Builders, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in these Covenants, including those contained in Sections 5.12, 5.13, 5.14 and 5.15.

Section 5.17. ***Headings.***

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

Section 5.18. ***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 5.19. ***Action.***

Any action that has been or may be taken by the Developer, the Metropolitan District, the ACC, or any other Person, may be taken "**at any time, from time to time**". Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 5.20. ***Sole Discretion.***

All actions which are to be taken by, or on behalf of, the Developer, the Metropolitan District, the governing body of the Metropolitan District, the ACC, or any other Person, shall be deemed to be taken "**in the sole discretion**" of such Person.

Section 5.21. ***Use of "Include," "Includes," and "Including".***

All uses, in these Covenants, of the words "**include**," "**includes**," and "**including**," shall be deemed to include the words "**without limitation**" immediately thereafter.

Section 5.22. ***Runs with the Land; Binding Upon Successors.***

The benefits, burdens, and all other provisions contained in these Covenants shall be covenants running with and binding upon the Property and all Improvements which are now or hereafter become a part of the Property. The benefits, burdens, and all other provisions contained in these Covenants shall be binding upon, and inure to the benefit of the Developer, and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns; but, no Person shall become a "**Developer**" or a "**Builder**" under these Covenants, except by written assignment or designation, as more fully provided in Sections 1.4 or 1.2 of these Covenants, respectively.

Section 5.23. ***Sub Associations.***

Any Builder shall have the right to file a written recorded instrument creating a condominium or other common interest community containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which affects a Unit or Units in accordance with this Section 5.23 (a "**Sub-Association Declaration**") and create a sub-association organized, established and authorized in accordance with these Covenants and any recorded Sub-Association Declaration (each, a "**Sub-Association**"), which is composed solely of Owners (each, a "**Subunit Owner**") of any unit, such as a condominium unit, created within a Unit in connection with the filing of an approved Sub-Association Declaration (each, a "**Subunit**") within that portion of the Property encumbered by any such Sub-Association Declaration. Any Sub-Association formed pursuant to any Sub-Association Declaration shall, by virtue of recordation of the Sub-Association Declaration, be irrevocably deemed to have granted to Developer or Metropolitan District, as applicable, the right, but not the obligation, exercisable in the sole discretion of the Developer or Metropolitan District (as applicable), to enforce any covenants or perform any of the obligations of the Sub-Association, at the sole cost and expense of the Sub-Association, as set forth in the Sub-Association Declaration. Every Sub-Association Declaration shall be subordinate to the provisions of these Covenants and in the event of any conflict between the terms and conditions of any Sub-Association Declaration and these Covenants, the terms and conditions of these Covenants shall control. No Sub-Association will have any authority whatsoever (including the right to levy Assessments) with respect to any Unit or Units unless the Owner of such Unit or Units has agreed in writing to subject that Unit or Units to the Sub-Association Declaration or the authority of the Sub-Association.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this ____ day of _____, 2014.

DEVELOPER:

WIP LITTLETON VILLAGE LLC,
a Delaware limited liability company

By: WIP-A, LLC,
a Delaware limited liability company

By: _____
Name: Michael Downes
Title: Vice President

State of California)
)ss
County of _____)

On December ____, 2014, before me, _____ personally appeared Michael Downes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSENT OF LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 1

The undersigned, Littleton Village Metropolitan District No. 1, hereby consents to the aforesaid Protective Covenants and Restrictions of Littleton Village.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 8th day of December, 2014.

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 1

By: _____

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of December, 2014, by Gardner Hammond as President of LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 1.

Witness my hand and official seal.

(S E A L)

Notary Public _____

My Commission Expires: 12/3/2016

BRENT E. BUTZIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124077346
MY COMMISSION EXPIRES DECEMBER 03, 2016

CONSENT OF LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

The undersigned, Littleton Village Metropolitan District No. 2, hereby consents to the aforesaid Protective Covenants and Restrictions of Littleton Village.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 8th day of December, 2014.

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

By: _____

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of December, 2014 by Gardner Hammond as President of LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2.

Witness my hand and official seal.

(S E A L)

Notary Public _____

My Commission Expires: 12/3/2016

BRENT E. BUTZIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124077346
MY COMMISSION EXPIRES DECEMBER 03, 2016

EXHIBIT A
TO
PROTECTIVE COVENANTS AND RESTRICTIONS
OF LITTLETON VILLAGE

Legal Description of the Property

LOT 1, BLOCK 8;
LOTS 1 AND 2, BLOCK 3;
LOTS 1 AND 2, BLOCK 4; AND
LOTS 1 AND 2, BLOCK 7;
LITTLETON VILLAGE,
CITY OF LITTLETON,
COUNTY OF ARAPAHOE,
STATE OF COLORADO.

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Exhibit A - Property