

**DECLARATION OF PARTY WALL,
COVENANTS, CONDITIONS AND RESTRICTIONS
OF IRON WORKS VILLAGE TOWNHOMES
(2869-2851 S. Fox Ct.)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF IRON WORKS VILLAGE TOWNHOMES (2869-2851 S. Fox Ct.) ("**Declaration**") is made and entered into by Iron Works Village LLC, a Colorado limited liability company ("**Declarant**," as hereinafter more fully defined), as of the date hereinafter set forth.

RECITALS

A. Declarant is the owner of the real property situated in the City of Englewood, County of Arapahoe, State of Colorado, consisting of platted Lots (defined below) which are described on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "**Project**," as hereinafter more fully defined).

B. Declarant desires to establish a planned community of less than 20 residential units, which units are not subject to Declarant development rights, and therefore this community is exempt from CCIOA except as provided in C.R.S. 38-33.3-116(2).

C. The Declarant desires to subject and place upon the property described on the attached **Exhibit A** certain covenants, conditions, restrictions, and easements as described below.

DECLARATION

NOW, THEREFORE, the Declarant hereby declares that the Lots described on the attached **Exhibit A**, shall be held, sold, and conveyed subject to Sections 38-33.3-105 through 38-33.3-107 of CCIOA, and subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1. DEFINITIONS

Section 1.1. *Agencies.*

"**Agencies**" means the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development, including the Federal Housing Administration (HUD), the Veterans Administration (VA) 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 any of those currently performed by any of such entities.

Section 1.2. CCIOA.

"CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., as amended.

Section 1.3. City.

"City" means the City of Englewood, Colorado.

Section 1.4. Project.

"Project" means the real estate and Improvements described on the attached Exhibit A, consisting of 5 Lots as depicted on the Plat.

Section 1.5. Declarant.

"Declarant" means Iron Works Village LLC, a Colorado limited liability company, and any other Person(s), to whom the Declarant, by Recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

Section 1.6. Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions of Iron Works Village Townhomes (2869-2851 S. Fox Ct.) as may be amended from time to time.

Section 1.7. Improvements.

"Improvements" means all structures, including without limitation townhome dwelling units, now or hereafter located on a Lot, exterior improvements to any such structures (including but not limited to paint or other finish materials on any visible structure) and any other exterior improvements made to a Lot, and any exterior appurtenances thereto or exterior components thereof, of every type and kind, including but not limited to all landscaping and hardscaping features.

Section 1.8. Lot.

"Lot" means each lot (together with all Improvements now or hereafter situated thereon) listed on the attached Exhibit A and as depicted on that certain Plat for General Iron Works Subdivision Filing No. 3 Recorded at Reception No. D7069212 (the "Plat"). Each Lot may include a townhome dwelling units connected to adjacent townhome dwelling units on adjacent Lots by a Party Wall (defined below).

Section 1.9. ~~Master Declaration~~

"**Master Declaration**" means that certain Declaration of Covenants, Conditions and Restrictions of Iron Works Village, recorded on June 13, 2018 at Reception No. D0857639.

Section 1.10. Owner.

"**Owner**" means each fee simple title holder of a Lot, including the Declarant or other Person who owns 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 1.11. Person.

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

Section 1.12. 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**" and "**Recorded**" means having been recorded in the Records.

Section 1.13. Security Interest.

"**Security Interest**" means an interest in one or more Lots, real estate or personal property, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.14. Security Interest Holder.

"**Security Interest Holder**" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest and, with respect to notice of cancellation or substantial modification of certain insurance policies, the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is Recorded or not and the land records of the County in which such property is located, show the said Administrator as having the Record title to the Lot), or any successor to the interest of any such Person under such Security Interest.

ARTICLE 2. COVENANTS TO RUN WITH THE PROJECT

Section 2.1. *Covenants to Run with the Property.*

Declarant hereby declares that all of the Project shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Project, and which shall run with the Project and be a burden binding on all parties having any right, title or interest in the Project or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of all Owners, their heirs, personal representatives, successors and assigns.

Section 2.2. *Owners and Subsequent Owners Bound.*

Each provision of this Declaration and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Declaration that is contained herein shall:

2.2.1 Be deemed incorporated in each deed or other instrument by which any right, title or interest in any Unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument; and

2.2.2 By virtue of acceptance of any right, title or interest in a Lot by an Owner, such Owner shall be deemed to have accepted, ratified, adopted and declared said agreements, promises, covenants and undertakings as personal covenants of such Owner and such Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of all other Owners.

ARTICLE 3. ALTERATION, MAINTENANCE AND REPAIR

Section 3.1. *Owner to Maintain Appearance.*

Except as otherwise provided herein, each Owner shall, at their sole cost and expense, maintain, repair and replace all exterior components of their Lot in a clean, safe and attractive condition, including, but not limited to, any exterior walls, landscaping, decks, fences and hardscaping located within their Lot. Except as otherwise provided herein, each Owner shall, at their sole cost and expense, shall maintain and repair the interior structural components of their Lot in a safe condition so as not to imperil other Lots at all times.

Section 3.2. *Prohibited Modifications.*

No Owner shall undertake any alteration, maintenance or repair to their Lot that would violate the terms of the Master Declaration or any zoning or building ordinance, law or regulation, or that might impair the structural soundness or safety of any Improvements on their Lot or any adjacent Lot or Party Wall, significantly reduce the value of any Lot, or which might interfere with the use and enjoyment of any easement granted or reserved herein.

Section 3.3. *Modifications Requiring Consent of All Owners.*

No Lot Owner shall make any structural or exterior design change to their Lot, including, but not limited to, an exterior material or color scheme change, either temporary or permanent, or an alteration to exterior windows or doors, without first obtaining the prior written consent of all Lot Owners ("Reviewing Owners") and to the extent required in the Master Declaration, the approval of the Architectural Review Committee (as defined in the Master Declaration).

An Owner shall exercise reasonable judgment to insure that all modifications to their Lot conform to and harmonize with existing surroundings and structures. The Reviewing Owners shall have the right to deny any requested changes that they reasonably determine do not conform to and harmonize with existing surroundings and structures. All construction activities shall be planned and carried out with a minimum of disruption, unsightliness and noise.

Except for improvements constructed by Declarant, and except as otherwise provided below, no improvements shall be constructed, erected, placed, altered, maintained or permitted on any exterior part of a Lot, nor shall any construction or excavation be commenced or materials, equipment or construction vehicles be placed on any part of the Project until plans and specifications are approved by Architectural Review Committee (as defined in the Master Declaration). All construction of Improvements shall be subject to the terms of the Master Declaration.

ARTICLE 4. INSURANCE

Section 4.1. *Fire and Casualty Insurance.*

Each Owner, at their sole cost and expense, shall obtain and maintain at all times policies of insurance insuring their Lot and all improvements thereon against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of residential property, including those covered by the standard "all risk" endorsement or a policy that includes the "broad form" covered causes of loss. All such insurance shall cover one hundred percent (100%) of the insurable replacement cost of the improvements on the Lot so insured and shall have deductibles of not more than Five Thousand Dollars (\$5,000.00). All policies of insurance required hereunder shall be written by insurance companies licensed to do business in Colorado and have an acceptable rating. To the extent permitted under the appropriate insurance policies, in the case of payment to an Owner on an insurance claim related to the Party Wall or the easements created herein, such payment shall be made to the claimant only and not require the endorsement by or payment jointly to the named insured. For purposes of this Article, the term "acceptable rating" shall mean a "B" or better general policyholder's rating or better financial performance index rating in Best's Insurance Reports; and an "A" or better general policyholder's rating and a financial size category of "VII" or better in Best's Hazard Insurance Financial Stability Ratings; a "BBB" qualified solvency rating or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Each Owner, upon written request from another Owner

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shall deliver to the requesting party certificates evidencing all insurance required to be carried under this Article. Each Owner shall have the right, upon reasonable request, to inspect and copy all such insurance policies of any other Owner and require evidence of the payment of premiums.

Section 4.2. *Master or Blanket Policies.*

Nothing contained in this Article VII shall prevent one (1) or more of the Owners from jointly acquiring a single “master” or “blanket” type insurance policy to cover any one (1) or more of the hazards required to be insured against under this Article 4, and sharing the costs thereof on mutually agreed terms.

Section 4.3. *Prohibited Activities.*

No Owner shall do anything or cause anything to be kept in or upon the Project that might cause the cancellation of insurance covering any Lot within the Project.

ARTICLE 5. DAMAGE OR DESTRUCTION

Section 5.1. *Damage or Destruction.*

5.1.1. In the event of damage or destruction of any dwelling unit on any Lot or any part thereof by any cause whatsoever, except the negligence or intentional act of another Owner or such Owner’s Permittee, as provided for below, the Owner of the Improvement(s) so damaged or destroyed shall proceed with due diligence to cause the repair, reconstruction, and restoration of such dwelling unit, applying the proceeds of insurance, if any, for such purpose. Any damage or destroyed dwelling unit shall be promptly repaired, reconstructed, and restored to its condition prior to the occurrence of such damage or destruction in a matter consistent with the harmonious and common theme of the dwelling units on the Lots.

5.1.2. If due to the intentional act or negligence of an Owner or Owner’s Permittee, agent, contractor, employee, tenant, family member, licensee, guest or invitee (“Responsible Owner”), loss or damage shall be caused to any Improvement on another Owner’s Lot, the Responsible Owner shall be liable and responsible to pay for the loss or damage, unless the damage or loss is covered by insurance and the carrier of the insurance has waived its right of subrogation against the damaged Owner. The Responsible Owner shall proceed with due diligence to cause the prompt repair, reconstruction, and restoration of any such property damage or destruction and shall compensate the person or other Owner for any damages sustained as a result of the intentional or negligent act. If such Owner(s) neglects or refuses to rebuild, repair or pay all of such costs in a reasonably timely manner in the case of an intentional act or negligence, the other Owner(s) may have such Improvement repaired or restored and shall be entitled to bring suit to recover the amount of the responsible Owner’s share of the repair or replacement costs and the responsible Owner(s) shall pay all reasonable costs of collection, including but not limited to reasonable attorneys’ fees. This section is not intended to limit or modify any insurance provider’s rights of subrogation.

ARTICLE 6. PARTY WALL PROVISIONS

Section 6.1. *Party Walls.*

There lies along and over the common boundaries of the Lots certain common walls which, in conjunction with the footings underlying, and the portions of the roof thereover, form a structural part of and physically join the Improvements on each Lot ("Party Wall", individually, "Party Walls", collectively). Each Lot includes that portion of a Party Wall on such Lot, together with the necessary easements on adjoining Lots for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Walls with equal rights of joint use.

Section 6.2. *Protection of Party Walls.*

A Party Wall or shared element shall not be materially altered or changed. No Owner or Permittee shall have the right to destroy, remove or make any structural changes in the Party Wall shared with another Lot which would jeopardize the structural integrity of any Improvements on either of the Lots; and no Owner or Permittee shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity. No Owner or Permittee shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the adjoining Lot Owner. Each Owner acknowledges that the entire Party Wall assembly is an essential component of the fire rating and life and safety protection of other Lots. For this reason, no Owner or Permittee may cut open or otherwise breach the drywall of the Party Wall. A reasonable number of nail holes no larger than one-quarter inch (1/4") in diameter are permitted in a Party Wall. Any other installations or modifications, including, but not limited to in-wall speakers, vents, lighting or other installations that require cutting into the Party Wall are prohibited.

Section 6.3. *Party Wall General Rules Applicable.*

To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning party walls shall be applicable hereto.

Section 6.4. *Roofs.*

Some parts of the roof of the townhome dwelling units on the Lots ("Roof") form an uninterrupted roof line across the Lots and are currently of the same material and color. The cosmetic appearance of the Roof will affect the value of the Lots. The physical condition of the Roof could be the cause of damage to Improvements on one (1) or more of the Lots, such as, but not limited to, a defect in the Roof causing water to leak into a Lot Owner's townhome dwelling unit. The Owners have a common interest in maintaining the cosmetic appearance and the physical condition of their common Roof, in furtherance of which Declarant provides that if at any time, a Lot Owner ("Complaining Roof Owner") reasonably believes that the portion of the Roof located on another Lot ("Damaged Roof Owner") is in a condition such that it adversely affects the value

of the Complaining Roof Owner's Lot, then such Complaining Roof Owner shall communicate the concern to the Damaged Roof Owner, requesting that the Damaged Roof Owner repair or replace that portion of the roof located upon their Lot. The Damaged Roof Owner shall then repair or replace the affected portion of the Roof. In repairing or replacing the affected portion of the roof, the Damaged Roof Owner shall use materials of the same type and quality as then exist so as to match with the remaining portions of the roof and the cost of such repair or replacement shall be borne by the Damaged Roof Owner.

Section 6.5. *Joint Costs*

Subject to Section 5.1.2 above, Lots that share a Party Wall or any other common structural elements shall share equally in the maintenance, repair and replacement of that element and the costs thereof.

ARTICLE 7. RESTRICTIONS

Section 7.1. *Restrictions Imposed.*

The Project shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and transferred, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

Section 7.2. *Compliance with Law.*

No Person shall do anything or keep anything on a Lot that would be in violation of any statute, rule, ordinance, regulation, permit or other requirement of any governmental body.

Section 7.3. *Residential Use; Certain Permitted Business Activities.*

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:

7.3.1. The business conducted is clearly secondary to the residential use of the dwelling unit and is conducted entirely within the dwelling unit;

7.3.2. The existence or operation of the business is not detectable from outside of the dwelling unit by sight, sound, smell or otherwise;

7.3.3. The business conforms to all zoning provisions and is lawful in nature;
and

7.3.4. The business does not cause undue traffic to the Project or otherwise unreasonably interfere with the use and enjoyment of adjacent Lots by their respective Owners.

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Section 7.4. *Occupancy; Nuisances.*

No townhome dwelling unit on a Lot shall be occupied for living or sleeping purposes by more persons than the dwelling unit was designed to safely accommodate. No noxious or offensive activity shall be carried out on the Project nor shall anything be done to or placed on or in any part of the Project that is or may become a nuisance or cause embarrassment, disturbance, or unreasonable annoyance to others. No activity shall be conducted on any part of the Project and no Improvements shall be made or constructed on any part of the Property that are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Project that is unreasonably loud or annoying. No odor shall be emitted on any part of the Project that is noxious or offensive to others. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, unreasonable disturbance or annoyance to others.

Section 7.5. *Vehicles.*

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 on the Project. All vehicles parked at the Project must be parked in a garage and/or drive that are a part of each Lot. Owners of vehicles contaminating the Project with any type of fluids will be responsible for the cleanup, damages and costs related thereto.

Section 7.6. *Animals.*

No animals, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Project; provided, however, that Owners and Permittees may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals) not to exceed four (4) such pets, so long as such pets are not kept for any commercial purpose and are not kept in such manner as to create a nuisance to any resident of the Project. An Owner's right to keep household pets is coupled with the responsibility to pay for any damage caused by such pets.

Section 7.7. *Miscellaneous Improvements.*

7.7.1. 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 a "For Sale," "Open House," "For Rent" or security sign(s) posted only for the purpose of selling, renting or evidencing the existence of a security system on such Lot; and political signs; and such other signs that are otherwise expressly permitted by law. Notwithstanding the foregoing, any signs, advertising, or billboards, may be used by a Declarant in connection with sale of the initial dwelling units in the Project.

7.7.2. No Owner or Permittee shall keep or store any personal property within the areas of such Owner's Lot that are encumbered by easements established pursuant to this

Declaration or the Master Declaration. No storage areas shall be located so as to be visible from the ground level of any other Lot.

7.7.3. Any type of satellite dish, receiver or antenna shall be installed in a manner best able to minimize any obstruction of any other Lot Owner's light or living space, and in a manner that minimizes any change to the aesthetic character of the Project. In the event this provision is in violation of any law or code that would make this restriction invalid, this Section shall be deemed restrictive only as allowed by applicable law.

7.7.4. This Section 7.7 shall be construed and applied in accordance with all applicable laws.

Section 7.8. *Mechanics Liens.*

Except as expressly set forth in this Declaration, no services or material provided with respect to or furnished to a Lot shall be the basis for filing a lien against any other Lot and no other Lot or Owner shall, under any circumstances, be held liable for the payment of any costs or expenses associated therewith, or for the value of any work so provided or any material furnished with respect thereto. Except as expressly set forth in this Declaration, all of the cost and expense shall be the sole responsibility and liability of the Owner(s) causing such labor, services and/or materials to be performed and/or furnished. Except in the event an Owner is entitled to reimbursement or a lien as expressly provided in this Declaration, each Owner shall indemnify and hold harmless each and every other Owner from and against all costs arising from the claim of any lien against such other Units for construction performed or for labor, materials, services or products furnished with respect to or incorporated into such Owner's Lot.

Notice is hereby given that the right and power to charge any Lot with a lien or encumbrance of any kind against any Lot for the construction performed, or for labor, materials, services or products furnished with respect to or incorporated in another Lot is hereby denied except as expressly provided for in this Declaration.

ARTICLE 8. EASEMENTS

Section 8.1. *Easement for Encroachments.*

If any Improvements to a Lot, at the time such Lot is made subject to this Declaration, encroach upon another Lot, or if any such encroachment shall occur as a result of the settling, rising or shifting of the earth and the like, a perpetual easement for the encroachment, maintenance, repair and replacement thereof shall and does exist. In the event of the damage or destruction of any such encroaching Improvements that are subsequently rebuilt following any damage or destruction, encroachment of such rebuilt Improvements upon the adjoining portions of the property shall be permitted; provided however, such encroachment is no greater than previously existing, and valid easements for such encroachments and the maintenance thereof shall be deemed in force so long as the Improvements remain in place.

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Section 8.2. *Utility Easement.*

There is hereby created a blanket easement, benefiting and burdening all the Lots, upon, across, over and under each Lot (but excluding the interior portions of the dwelling units) for installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and internet facilities ("Blanket Utility Easement"), excluding satellite dishes. By virtue of this easement, it shall be permissible for Declarant, the utility companies or governmental entities to erect and maintain necessary equipment on the Lots and to affix, repair, reconfigure, replace and maintain water and sewer pipes, gas lines, electric and telephone wires, cables and conduits, circuits and meters, and to temporarily suspend service in connection with construction activities. This easement is granted and limited as follows:

(a) Utility and/or service lines, connections, and facilities located in, on, over, under or upon any Lot, which are for the sole benefit and use of one Lot shall be maintained and repaired at the sold cost and expense of such Lot Owner(s).

(b) Utility and/or service lines, connections and facilities, where ever located, which serve multiple Lot shall be maintained and repaired at the joint and equal cost and expense of those Lot Owners even if this maintenance charge accrues by agreement with other property.

(c) The Owner who must enter any other Lot in conjunction with the repair and maintenance necessary for their Lot shall be responsible for any and all damages and repair to any other Lot so damaged in the process. The entering Owner shall indemnify the other Lot Owner for such reasonable costs necessary to return the entered Lot to the state existing just prior to the time of the damage. The entering Owner shall repair any damage with reasonable diligence and the damaged Owner shall have the right, if the damage is not repaired in a reasonable time, to perform such necessary repairs and the entering Owner shall be responsible for all such repair costs.

Section 8.3. *Sidewalk and Ingress-Egress Easement.*

There is hereby created a non-exclusive easement ("Sidewalk and Ingress-Egress Easement") to allow for pedestrian access over each Lot to and from an Owner's Lot and any abutting public or private street. The Sidewalk and Ingress-Egress Easement shall exist only over that portion of each Lot that is crossed by a permanent paved or concrete walkway on the Lot, if any.

Section 8.4. *Water Meters*

Water and sewer service shall be supplied to each Lot by its own tap and individual meter and the Owner of each Lot shall be solely responsible for payment of all costs related to water, sewer and other utility services to their respective Units.

ARTICLE 9. DISPUTE RESOLUTION

Section 9.1. *Intent and Applicability of Article and Statutes of Limitation.*

9.1.1. Each Person agrees to encourage the amicable resolution of disputes under any of the matters set forth in this Declaration, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to submit all Claims (as defined below) to final, binding arbitration, and not to a court of law. The arbitration shall be conducted by the Judicial Arbiter Group in Englewood, Colorado or by such other arbitrator (or location) as may be agreed upon by the parties. The rules and procedures of the designated arbitration organization that are in effect at the time the request for arbitration is submitted will be followed. The arbitration shall be governed by and shall be specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

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

9.1.3. No claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

Section 9.2. *Definition of ~~a~~ Claim Under this Article.*

For purposes of this Article, "claim" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between any Owners, or any Owner(s) and Declarant, related to the terms, rights, obligations or duties imposed or created by this Declaration and any claim, grievance or dispute arising out of or related to the design, construction, repair or installation of any Improvements, except a claim under an express limited warranty issued in connection with the sale of a Lot, if any.

Section 9.3. *Exclusions from "Claim."*

Unless specifically exempted by this Article, all Claims shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all parties thereto otherwise agree in writing and except for claims related to the design, construction, repair or installation of any Improvements, "claim" does not include any action that asserts a Claim which would constitute a cause of action independent of the Declaration.

Section 9.4. *Amendment.*

Notwithstanding anything to the contrary set forth herein, no portion of this Article 9 may be amended, modified, deleted, or restated without the prior written approval of Declarant.

Section 9.5. *No Presumption of Unobserved Construction Defects.*

The Declarant and the Owners agree that if any Owner alleges that any Lot or Lots or any portions thereof or Improvements thereon are subject to or alleged to be subject to a construction defect, then in any arbitration, mediation or other proceeding regarding such matters, there shall be no presumption that an alleged construction defect is prevalent or consistently present in other Lots or other portions of the Project where such alleged construction defect has not been observed.

ARTICLE 10. GENERAL PROVISIONS

Section 10.1. *Enforcement.*

This Section 10.1 is subject to Article of this Declaration (Dispute Resolution).

10.1.1. Each Owner shall comply with all provisions of this Declaration. Failure to comply with such provisions shall be grounds for an action by affected Owners to recover sums due, damages and/or injunctive relief and costs and expenses of such proceedings, including all reasonable attorneys' fees and court costs.

10.1.2. All sums and accounts due and payable by one Owner to another Owner hereunder, which are not paid within the time provided for herein or in accordance with law, shall constitute a lien on such Owner's Unit in favor of the other Owner. To evidence such lien, the Owner entitled to the lien shall prepare a written notice of the lien ("Notice of Lien"), setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, the name of the Owner and the legal description of the Unit to be made subject to the lien. Such Notice of Lien may be recorded in the Records ten (10) days after demand by the Owner entitled to the lien to the other Owner for such payment. Such lien shall be deemed, however, to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by foreclosure of the lien in a like manner as a mortgage on real property subsequent to the recording of a notice of claim of such lien. SUCH LIEN SHALL BE SUBORDINATE TO THE LIENS OF A FIRST MORTGAGE BUT SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION IN ACCORDANCE WITH THE PROVISIONS OF C.R.S. 38-41-201, *et seq.* In any such proceedings, the nonpaying Owner shall be required to pay the costs, expenses and reasonable attorneys' fees and court costs incurred in connection with the Notice of Lien and for otherwise enforcing the claim, and in the event of foreclosure proceedings the additional costs, all expenses and reasonable attorneys' fees and court costs incurred thereby. In the event that the nonpaying Owner satisfies the indebtedness prior to the foreclosure of the lien, the lienholder shall record an appropriate instrument releasing and discharging the lien.

Section 10.2. *Default Inquiry*

Each Owner shall provide, within fifteen (15) days of a written request by another Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the

requesting Owner, and any other information deemed proper by the responding Owner. In the event that the Owner requested to provide the statement fails to do so within said fifteen (15)-day period, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Declaration..

Section 10.3. *Severability.*

All provisions of this Declaration are severable. Invalidation of any of the provisions in the Declaration 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 10.4. *Minor Violations of Setback Restrictions.*

If upon the erection of any structure, 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 Lot immediately adjoining the Lot on which such structure was erected, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "**minor violation**," for the purpose of this Section, is a violation of not more than two (2) feet beyond the required setback 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.

Section 10.5. *Declarant's Use.*

Notwithstanding anything to the contrary contained herein, it shall be expressly permissible and proper for the Declarant, its employees, agents, and contractors, to perform all activities, and maintain, on any Lots owned by Declarant, tools, equipment, and facilities, incidental to development, construction, use, rental, sale, occupancy, and/or advertising of the Project. Nothing contained in this Declaration shall limit the rights of the Declarant to conduct all construction, promotion, sales, and marketing activities, as the Declarant determines, and to use the easements provided in this Declaration for any purposes.

Section 10.6. *Duration, Revocation, and Amendment.*

10.6.1. All of the provisions contained in this Declaration shall continue and remain in full force and effect for a period of ninety-nine (99) years from the date of recordation of this Declaration in the Records or until terminated as provided for herein or pursuant to law. This Declaration may be amended or terminated upon the written consent of all Owners and beneficiaries of first priority Security Interest Holders. If this Declaration requires the approval of a Security Interest Holder, then the Owner whose Lot is encumbered by such Security Interest shall send a dated, written notice and a copy of any proposed amendment/resolution by certified mail with return receipt requested to such Security Interest Holder. Such Owner shall also cause

the dated notice, together with information on how to obtain a copy of the proposed amendment/resolution, to be printed in full at least twice, on separate occasions at least one (1) week apart, in a newspaper of general circulation in Arapahoe County, Colorado. Implied approval by a mortgagee shall be assumed when the mortgagee fails to submit a response to any written proposal for an amendment/resolution within sixty (60) days after the date of the notice provided above.

10.6.2. Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended, in whole or in part, by the Declarant, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically when Declarant no longer owns any Lot.

10.6.3. Notwithstanding anything to the contrary contained in this Declaration, this Declaration, may be amended in whole or in part, by the Declarant in order to correct clerical, typographical, or technical errors.

10.6.4. Amendments to this Declaration which may be made by the Declarant pursuant to this Declaration may be signed by the Declarant, and shall require no other signatory, nor the consent or approval of any other Owner, any Security Interest Holder, or any other Person.

Section 10.7. *Mailing Address.*

Unless each Owner is notified (in accordance with this section) of a different address for notices, any statement, demand or other notice may be delivered or sent, to any Owner at the address of such Owner's Lot. If more than one Person owns a Lot, any notice or other written communication may be addressed to all of the Lot's Owners and may be mailed in one envelope in accordance with this section. Any notice or other written communication given hereunder shall be effective three (3) days after deposit in the U.S. Mail.

Section 10.8. *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 Declarant or by its officers, directors, members, partners, agents or employees, in connection with any portion of the Project, or any Improvement, its or their 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 shall be specifically set forth in writing. The release and waiver set forth in Section 10.12 (Waiver) shall apply to this Section.

Section 10.9. *Disclaimer Regarding Safety.*

DECLARANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROJECT. BY NOW, OR HEREAFTER, ACCEPTING A DEED TO PROPERTY WITHIN THE PROJECT, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THIS DECLARATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS, OR PROPERTY, WITHIN THE PROJECT.

Section 10.10. *Development Surrounding the Project.*

Each Owner acknowledges that development surrounding the Project 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 Project, views of or from the Project or the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Declarant and its 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 10.12 (Waiver) shall apply to this Section.

Section 10.11. *Sounds.*

Each Owner by taking title to a Lot acknowledges that (1) it is not uncommon in close living situations such as exist in the Project, for one to hear noises from other Lots, homes or outside noises, (2) sound tends to carry through pipes, air-conditioning, heating, wood studs and flooring, (3) sound transmission is highly subjective, and (4) the Lots may be located near noisy streets. Each Owner accepts their Lot and its improvements in its then current condition with respect to sound transmission issues, and each Owner releases Declarant from any and all claims arising from or relating to the transmission of noise among the Lots and to the Lot from outside.

Section 10.12. *Waiver.*

Each Owner hereby releases, waives, and discharges the Declarant and its 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 this Declaration.

Section 10.13. *Headings.*

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

Section 10.14. *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 10.15. *Action.*

Any action that has been, or may be, taken by the Declarant or any Owner 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 10.16. *Governing Law.*

The interpretation, enforcement or any other matters related to any of the Governing Documents shall be determined in accordance with the laws of the State of Colorado without regard to conflicts of law principles that would result in the application of any law other than Colorado law.

Section 10.17. *Master Declaration.*

In addition to the provisions of this Declaration, the Project and all Lots are subject to the terms, provisions, restrictions and obligations set forth in the Master Declaration.

Section 10.18. *Time.*

Time is of the essence in the performance of the restrictions, conditions, covenants and reservations of this Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 8th day of June, 2020.

DECLARANT:

Iron Works Village LLC,
a Colorado limited liability company

By: BLVD Iron Works, LLC
a Colorado limited liability company
Its Managing Member

By: BLVD Holdings, LLC
a Colorado limited liability company
Its Managing Member

By: [Signature]
Aaron Foy
Manager

STATE OF COLORADO)

)

ss.

COUNTY OF Denver)

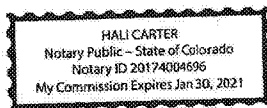
The foregoing instrument was acknowledged before me this 8 day of June, 2020, by Aaron Foy, Manager of BLVD Holdings, LLC, a Colorado limited liability company, Manager of BLVD Iron Works, LLC, a Colorado limited liability company, as Manager of Iron Works Village, LLC, a Colorado limited liability company

Witness my hand and official seal.

(S E A L)

Notary Public [Signature]

My Commission Expires: Jan 30, 2021



**EXHIBIT A
TO
DECLARATION**

(Lots)

General Iron Works Subdivision Filing No. 3, Lots 27 through 32, Block 1
also known as 2869-2851 S. Fox Ct., Englewood, County of Arapahoe, State of Colorado.