

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**
(Green Valley Aurora)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "**Declaration**") is dated as of May 1, 2011, and is made by Green Valley Aurora LLC, a Colorado limited liability company (the "**Declarant**"). All phrases, terms, and words used in this Declaration have the meanings set forth in Article 2 below.

RECITALS:

A. The Declarant is the owner of the real property located in the County of Adams, State of Colorado, more particularly described on Schedule A attached hereto, incorporated herein, and made a part hereof by this reference (the "**Property**"). The Declarant intends to develop the Property as a planned community containing attached and detached single-family residences (the "**Community**").

B. The Declarant is making this Declaration to (1) facilitate and provide a mechanism to finance various public improvements within the Property, (2) enhance and protect the quality, value, aesthetic nature, desirability, and attractiveness of the Property, and (3) provide a means to further the development and financing of the Property in an orderly fashion.

DECLARATION:

Article 1
General

1.1 Declaration of Covenants. Declarant, for itself, its successors, and its assigns, hereby declares that the Property, and each part thereof, shall, from and after the Effective Date, be conveyed, held, leased, rented, sold, owned, transferred, and improved subject to the covenants, conditions, restrictions, limitations, reservations, equitable servitudes, and other provisions set forth in this Declaration, for the Term hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Property. The provisions of this Declaration are intended to and shall run with the land and shall bind, be a charge upon, and inure to the mutual benefit of (a) the Property, (b) the Declarant and its successors and assigns, (c) the Community Foundation, and (d) all Persons having or acquiring any right, title or interest in the Property or any improvement thereon and their heirs, personal representatives, successors and assigns. The provisions of this Declaration shall be binding on each current Owner of any portion of the Property and each subsequent purchaser of any portion of the Property.

1.2 Applicability of Colorado Common Interest Ownership Act. The Community is a planned community, as that term is defined in C.R.S. § 38-33.3-103.3(22) of the Act. This Declaration does not impose any liability on any Unit or any portion of the Property for the payment of common expenses, and pursuant to C.R.S. § 38-33.3-116(2), the Community created

by this Declaration is subject only to C.R.S. §§ 38-33.3-105 to 38-33.3-107, inclusive, of the Act.

ARTICLE 2 Definitions; Construction

2.1 **Definitions.** Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

“Act” means the Colorado Common Interest Ownership Act as provided in C.R.S. C.R.S. §§ 38-33.3-101, *et seq.*, as amended from time to time.

“Applicable Law” means the Act and all other acts, laws, ordinances, regulations, rules, and statutes of Government Agencies affecting the Community.

“Collection Agent” means (a) until such time as the District assumes responsibility for the management of the Community, the Declarant and (b) after the District assumes responsibility for the management of the Community, the management company appointed by the District to manage the Community. The Collection Agent, the Community Foundation, the Declarant, and the District shall enter into an agreement setting forth the duties and responsibilities of the Collection Agent with respect to the collection of the Transfer Fee, the enforcement of this Declaration, the compensation of the Collection Agent, and the authority of the Collection Agent to act on behalf of the Community Foundation and the Declarant.

“Community” has the meaning set forth in Recital A.

“Community Foundation” means (a) until the formation and organization of a Qualified Foundation (as defined below), Green Valley Ranch Foundation, a Colorado non-profit corporation and (b) after the formation and organization of a Qualified Foundation, the Qualified Foundation.

“Community Portion of the Transfer Fee” has the meaning set forth in Section 3.3.a hereof.

“Declarant” means Green Valley Aurora LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed to be a “successor and assign” of the Declarant, and a Successor Declarant hereunder, only if such Person is specifically designated in a duly Recorded instrument as a Successor. Notwithstanding the foregoing, a successor to the Declarant by consolidation or merger shall be a Successor Declarant under this Declaration upon the recording of articles of merger or consolidation.

“Developer Portion of the Transfer Fee” has the meaning set forth in Section 3.3.b hereof.

“Declaration” means this instrument, as amended from time to time by a Recorded instrument.

“District” means the metropolitan district organized as a quasi-public corporation under Special District Act (Article 1 of the Title 32 of the Colorado Revised Statutes, as amended) and the laws of the State of Colorado that (a) includes any portion of the Property within the boundaries of property for which it provides services in accordance with its service plans and (b) provides covenant enforcement and related services pursuant to its service plan and as provided in C.R.S. § 32-1-1004(8)(a).

“Declaration” means the date that this Declaration is Recorded.

“First Mortgage” means a Mortgage that has priority over all other security interests in a Unit, other than statutory liens for taxes and special assessments and shall include an executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration or its assigns, and whether Recorded or not.

“First Mortgagee” means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the Administrator of Veterans Affairs (Veterans Administration).

“Government Agencies” means (a) all government agencies, entities, and authorities having or exercising jurisdiction over the Community and (b) the Department of Housing and Urban Development, Federal Housing Administration, the Administrator of Veterans Affairs (Veterans Administration), or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

“Mortgage” means any mortgage or deed of trust or other such instrument, given voluntarily by the Owner of a Unit, encumbering the Unit to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. **“Mortgagee”** means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee. **“Mortgagor”** means the Person granting a Mortgage to a Mortgagee or the grantor of a Deed of Trust for the use of a beneficiary under a Deed of Trust.

“Notice of Exclusion” has the meaning set forth in Section 3.9 hereof; **“Notice of Inclusion”** has the meaning set forth in Section 3.10 hereof; **“Notice of Termination”** has the meaning set forth in Section 4.7 hereof; and **“Notice of Transfer Fee”** has the meaning set forth in Section 3.6 hereof.

“Owner” means the Person, including Declarant or, if more than one, all Persons collectively, who hold fee simple title of Record to all or any portion of the Property.

“Person” means a natural person or any partnership, limited liability company, joint venture, or other entity.

“Principal Builder” means an Owner that (a) acquires one or more vacant residential Units for the purpose of constructing a single-family residential structure thereon for

resale to the ultimate purchaser thereof and (b) is designated by the Declarant as a "**Principal Builder**" in a Recorded writing.

"**Property**" means the real property that is described in Recital A and Schedule A attached hereto and is subject to this Declaration. The term "**Property**" (a) *includes* all of the Property or any part or portion thereof, including, but not limited to, one or more of the Units and all real property added to the Community by a Notice of Inclusion and (b) *excludes* any portion of the Property excluded from the Community by a Notice of Exclusion.

"**Purchase Price**" means the total amount of money paid or consideration given as the fair market value of any property delivered, or that a party agrees in whatever form to pay or deliver, in return for the transfer of title to any real property within the Property. The term "**Purchase Price**" includes, and includes any money or property paid or delivered to obtain a contract right to purchase any real property within the Property, and the amount of any note, contract indebtedness (including, without limitation, obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such transfer, whether or not secured by any lien, Deed of Trust, Mortgage, or other encumbrance, given to secure the transfer price, or any part thereof, or remaining unpaid on the property at the time of transfer, whether or not assumed by the transferee.

"**Qualified Foundation**" means a nonprofit organization that (a) is organized to serve the Community, the common areas of the Community, or any adjacent or contiguous real property and supporting activities, such as cultural, educational, affordable housing, preservation of open space, recreational, transportation, environmental, conservation, or similar activities and (b) is either described in Sections 501(c)(3), 501(c)(4), or 501(c)(7) of the federal Internal Revenue Code, as amended, or is organized in accordance with the provisions of Article 30 of Title 7, Article 40 of Title 7, or Articles 121 to 137 of Title 7 of the Colorado Revised Statutes, as amended. For the purposes of this Declaration, Green Valley Ranch Foundation is a Qualified Foundation.

"**Record,**" "**Recordation,**" "**Recorded,**" or "**Recording**" means the filing for record of any document in the office of the clerk and recorder of the county in which the Property is located.

"**Transfer**" means the conveyance of a Unit by a Transferor to a Transferee. The term "**Transfer**" does not mean or include a conveyance of (a) a Unit as the result of a foreclosure or deed in lieu of foreclosure of a Mortgage encumbering a Unit or (b) a portion of the Property zoned and primarily used at the time of such conveyance for a commercial, multifamily, industrial, office, warehouse use.

"**Transfer Fee**" means a charge imposed at the time of any Transfer for value of all or any portion of the Property in an amount equal to one-half of one percent (.005%) of the Purchase Price paid for the Property or any portion thereof, by the Transferee to a Transferor, unless exempted hereunder.

“Transferee” means a Person to whom a Unit is transferred who is not the Declarant, a First Mortgagee, a Government Mortgage Agency, HUD, a Mortgagee, a Principal Builder, an owners association created under the Act a District, or a Successor Declarant.

“Transferor” means any Owner of a Unit other than a First Mortgagee, a Government Mortgage Agency, HUD, a Mortgagee, a Principal Builder, a District, or a Successor Declarant who is transferring a Unit to a Transferee.

“Transfer Period” means the period from the date this Declaration is Recorded and (a) expiring fifty years thereafter with respect to the Developer Portion of the Transfer Fee and (b) without any expiration date with respect to the Community Portion of the Transfer Fee.

“Unit” means a lot, parcel, or tract of ground upon which a single-family residence can be completed or constructed and includes condominiums and townhome units that are held and transferred in fee simple ownership. The term **“Unit”** excludes (a) any lot, parcel, portion, or tract of land within the Property zoned for commercial, industrial, or warehouse uses only and (b) any portion of the Property that, in a Recorded Notice of Exclusion, excludes from Community and the provisions of this Declaration.

1.2 Construction and Interpretation. Captions to articles, sections, and subsections are for convenience and reference purposes only and will not affect the construction of the meaning of the terms and provisions of this Declaration. Unless the context otherwise requires, references herein to articles, exhibits, recitals, sections, and subsections are to articles, exhibits, recitals, sections, and subsections of this Declaration. Whenever the context requires or permits, the singular will include the plural, the plural will include the singular, and the masculine, feminine, and neuter will be freely interchangeable. The terms **“hereinafter”** and **“hereof”** mean and refer to sections and provisions contained in this Declaration.

ARTICLE 3 Transfer Fee

3.1 Acceptance and Nature of Covenants. By accepting title to all or part of the Property, each Owner acknowledges and agrees with and for the benefit of the Owner as follows with respect to this Declaration and the Transfer Fee imposed hereby:

a. Acknowledgement of Transfer Fee. That such Owner (i) has received a copy of this Declaration and the Notice of Transfer Fee, (ii) will convey, grant, purchase, sell, and transfer the Property owned by them subject to the limitations and restrictions set forth in this Article 3, (iii) acknowledges that the purpose of the Declaration and the Transfer Fee imposed hereby are to necessary for the development of the Property and the funding of improvements and programs that will benefit and enhance the Community, (iv) acknowledges that the covenants, benefits, restrictions, and servitudes contained in this Declaration run with the land and will bind future Owners of the Property, and (v) will pay the Transfer Fee in accordance with the conditions, provisions, and terms of this Declaration, as set forth in Section 3.2 below.

b. Nature of Transfer Fee. That such Owner acknowledges that the Transfer Fees imposed by this Declaration are necessary to provide benefits to the Owners of the Property by allowing the Community Foundation, the Declarant, and the District to (i) develop public

facilities and improvements that will benefit and be used by the Owners and residents of the Community and (ii) allow the Community Foundation to promote art, cultural events, education, and youth programs directly and indirectly benefiting Owners and others within the Community.

3.2 Imposition of a Transfer Fee. In furtherance of the foregoing purposes of benefitting and enhancing the Community, the Declarant hereby imposes a Transfer Fee upon all Transfers made during the Transfer Period. Each Owner of a Unit, by acceptance of a deed therefore, whether or not the deed expressly states such covenant, agrees and covenants that it is personally obligated to pay to the Declarant the Transfer Fee, with such Transfer Fee to be collected as hereinafter provided. The obligation for the payment of the Transfer Fee by each Transferor and each Transferee is an independent covenant with all amounts due, from time to time, payable in full when due without deduction or set-off. All Owners of each Lot shall be jointly and severally liable to the Collection Agent for the payment of the Transfer Fee, and the Transferor and the Transferee shall be personally responsible for and obligated to pay the Transfer Fee to the Collection Agent at the time of such Transfer.

3.3 Purpose and Use of Transfer Fee. The Collection Agent shall collect and distribute the Transfer Fee in accordance with the following:

a. Community Portion of Transfer Fee. The Collection Agent shall distribute to the Community Foundation twenty-five percent of all Transfer Fees collected by it (the "**Community Portion of the Transfer Fee**"). The Community Foundation shall apply and use the Community Portion of the Transfer Fee for the charitable and public purpose of (i) benefitting the Community, the common areas of the Community, or any adjacent or contiguous real property and (ii) conducting supporting activities, such as cultural, educational, affordable housing, preservation of open space, recreational, transportation, environmental, conservation, or similar activities.

b. Developer Portion of the Transfer Fee. The Collection Agent shall distribute to the Declarant seventy-five percent of all Transfer Fees collected by it (the "**Developer Portion of the Transfer Fee**"). The Declarant shall apply Developer Portion of the Transfer Fee received by it (i) as a credit towards developer advances extended by the Declarant to the District for the construction of public and other improvements permitted and provided for in the service plan of the District and (ii) then towards (A) the reimbursement of the costs and expenses incurred by the Declarant in connection with the development, construction, marketing, and sale of the Community and in connection with the credit enhancement, guarantees, and other obligations incurred in connection with the financing necessary for the development of the Community and (B) the compensation of the Declarant for the financial obligations and risks it undertook in such development activities and guarantees of financial obligations. At its option and election, the Declarant may, from time to time, waive collection of the Developer Portion of the Transfer Fee with respect to a specified Transfer or Transfers provided that such waiver shall (1) be accomplished by a Recorded instrument and shall apply only to the Transfer or Transfers described in such waiver and (2) apply only to the Transfer or Transfers described in such waiver.

3.4 Collection and Payment of Transfer Fee. The Collection Agent shall be responsible for and shall collect the Transfer Fee at the time of each Transfer of a Unit. In the

absence of an agreement between the Transferor and the Transferee to the contrary, the Collection Agent shall collect one-half of the Transfer Fee from the Transferor and one-half of the Transfer Fee from the Transferee.

3.5 Effect of Nonpayment of Transfer Fee. If a Transfer occurs with respect to which a Transfer Fee is due but not paid, then the unpaid Transfer Fee shall be a lien upon the transferred Unit that (a) is subordinate to the lien of any First Mortgage on a Unit, but prior to all other encumbrances and liens and (b) will bear interest at a rate equal to the prime rate of interest described in the "Money Rates" section of *The Wall Street Journal* (or, if *The Wall Street Journal* ceases publication or ceases to publish a prime rate of interest or comparable rate in its "Money Rates" section or ceases to publish a "Money Rates" section, then a comparable index selected by the Collection Agent) from the date of the transfer until the date of payment. The Collection Agent may foreclose upon the lien of the Transfer Fee in the same manner that a mortgage is foreclosed upon in the State of Colorado, may file an action against the Transferor or the Transferee or both to collect the Transfer Fee in the same manner that actions are brought to collect sums due on account, or may pursue such other remedies and rights as it may have at law, in equity, or otherwise under the laws of the State of Colorado. If the Collection Agent brings an action to collect all or part of a Transfer Fee, then the Collection Agent shall also be entitled to an award of its court costs and reasonable attorneys' fees incurred in the collection of the Transfer Fee.

3.6 Notice of Transfer Fee. The Declarant shall record a notice (a "Notice of Transfer Fee") regarding this Declaration and the Transfer Fee imposed hereby. The Notice of Transfer Fee shall contain such information as (a) the Collection Agent, the Community Foundation, the Declarant, and the District deem relevant to advise Owners regarding the conditions, provisions, and terms of this Declaration and the Transfer Fee or (b) may be required Applicable Law.

3.7 Certificate of Status of Transfer Fee. Upon request, the Collection Agent may (a) issue certificates regarding the status of Transfer Fees due with respect to a particular Unit and (b) impose a reasonable fee for the preparation and delivery of such certificates.

3.8 Exemption from Transfer Fees. Notwithstanding anything to the contrary contained herein and subject to the terms of this Section 3.8, the following Transfers of a Unit shall be exempt from and not subject to the imposition of a Transfer Fee: (a) a Transfer from a Transferor to a Transferee who is the spouse of a Transferor, (b) a Transfer from a Transferor to a Transferee resulting from an order of court, a dissolution of a marriage, or by operation of law, (c) a Transfer from a Transferor to a Transferee resulting from a devise, bequest, or other transfer made in connection with a probate proceeding involving a Transferor, or (d) a Transfer from a Transferor to a Transferee that is either a gift or otherwise does not involve consideration. To be entitled to the foregoing exemption from the Transfer Fee, the Transferor and the Transferee must claim the foregoing exemption from the Transfer Fee at least five business days before the proposed Transfer and provide such evidence as the Declarant may reasonably require to confirm and to evidence such exemption. The foregoing exemption from the Transfer Fee will apply only to the specific Transfer of a Unit that is exempt from the imposition of the Transfer Fee pursuant to this Section 3.8, and subsequent Transfers of such Unit will be subject to the Transfer Fee provided for in this Article 3.

3.9 Exclusion of Property from Community and Imposition of Transfer Fee. Notwithstanding anything to the contrary contained herein, the Declarant reserves the right by a Recorded instrument (a “**Notice of Exclusion**”) to (a) exclude all or part of the Property from the Community, (c) excluded certain classes or types of conveyances from the definition of “**Transfer**,” and (b) confirm that a portion of the Community is exempt from the imposition of a Transfer Fee because it is commercial, multifamily, industrial, office, or other property that is precluded by zoning from being used for single-family residences.

3.10 Inclusion of Property into Community. Notwithstanding anything to the contrary contained herein, the Declarant reserves the right by a Recorded instrument (a “**Notice of Inclusion**”) to include additional real property within the Community if the Owner of the property to be included within the boundaries of the Community consents to such inclusion, as evidenced by its execution of the Recorded Notice of Inclusion.

ARTICLE 4 Miscellaneous

4.1 Amendment of Declaration. The Community Foundation, the Declarant, and the Owner may amend this Declaration as follows:

a. Amendment by Community Foundation. The Community Foundation may amend this Declaration by a Recorded instrument with respect to the collection and imposition of the Community Portion of the Transfer Fee to comply with or conform to Applicable Law; *provided, however*, that the Community Foundation shall not have the right to increase the amount of the Community Portion of the Transfer Fee without the prior written consent of the Declarant, the District, and fifty-one percent of the Owners of Units, if any, in the Community

b. Amendment by Declarant. Declarant reserves the right to amend this Declaration by a Recorded instrument (i) at any time before all or part of the Property is conveyed to an Owner, (ii) at any time as may be necessary to correct a scrivener’s or similar error in the Declaration, and (iii) at any time as may be necessary to comply with or conform to Applicable Law; *provided, however*, that any amendment made by the Declarant to correct an error or comply with or conform to Applicable Law shall not (A) alter the amount of the Community Portion of the Transfer Fee without the prior written consent of the Community Foundation and (B) increase the amount of the Developer Portion of the Transfer Fee without the prior written consent of the Declarant, the District, and fifty-one percent of the Owners of Units, if any, in the Community

c. Amendment by Owners. With the prior written consent of the Declarant and the Community Foundation, fifty-one percent of the Owners may amend or repeal the Declaration at any time by a Recorded instrument executed by such Owners.

d. Collection Agent. From time to time, Declarant and the Community Foundation may make alternate arrangements regarding the Collection Agent and the collection of the Transfer Fee. Such alternate arrangements shall not be amendments of this Declaration and shall not be subject to the foregoing provisions regarding the amendment of this Declaration.

4.2 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

4.3 Covenants Run with the Land. The agreements, covenants, duties, and promises set forth in this Declaration are covenants, not conditions, and to the fullest extent legally possible, all such covenants shall run with and be enforceable against the Owners and the Property and will constitute equitable servitudes burdening both the respective Owner and its portion of the Property. Each covenant to do or refrain from doing some act on or with respect to activities on any portion of the Property is (a) a burden on such portion of the Property, (b) will be a covenant running with the land with respect to the burdened and benefited portion of the Property, and (c) will be binding upon each Owner and each successor thereto, and will insure to the benefit of the Community Foundation, the Declarant, and other Owners of property in the Community. If and to the extent that any of the covenants or other provisions herein would otherwise be unlawful or void for violation of the rule against perpetuities, the rules restricting restraints on alienation, or any other Applicable Law, a court construing or interpret this Declaration shall construe, interpret, or modify such covenant or provision so that it complies with and conforms to Applicable Law and will be enforceable in accordance with Applicable Law and its terms.

4.4 Governing Law; Venue. The laws of the State of Colorado shall govern the construction and interpretation of this Declaration. Venue for any action related to this Declaration shall be in the district court in the county in which the Property is located.

4.5 Notices. Any notice permitted or required under this Declaration shall be in writing and given either personally or by mail. If served by mail, each notice shall be sent postage prepaid, certified mail, return receipt requested, addressed to any Person at the address for such Person on the deed or other instrument Transferring a Unit to or from such Person, or to the Unit of such Person if no address is set forth on the deed or other instrument of conveyance, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the fifth business day after it is deposited in a regular depository of the United States Postal Service.

4.6 Severability. Each of the provisions of this Declaration shall be independent and severable. The invalidity, partial validity, unenforceability, or partial enforceability of condition, covenant, provision, or term hereof shall not affect the validity or enforceability of any other provision. If the modification of a condition, covenant, provision, or term contained in this Declaration will result in such condition, covenant, provision, or term being in accordance with Applicable Law, then Community Foundation, the Declarant, and the Owners shall modify such condition, covenant, provision, or term to comply with or conform to Applicable Law.

4.7 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect: (a) for a period of fifty years after the date the Declarant records this Declaration with respect to the Developer Portion of the Transfer Fee and (b) without any expiration date with respect to the Community Portion of the Transfer Fee. The Declarant may terminate this Declaration by a Recorded termination agreement ("**Notice of Termination**") at any time before the Transfer of a Unit to the first Owner and, thereafter, at anytime with respect to the Developer Portion of the Transfer

Fee The Notice of Termination shall be Recorded, and the termination of this Declaration shall be effective upon such Recording.

[The signature of the Declarant appears on the following page]

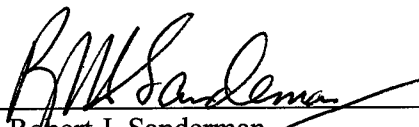
The Declarant has executed and delivered this Declaration for recording as of the date indicated below.

Declarant:

GREEN VALLEY AURORA LLC,
a Colorado limited liability company

Dated: May 18, 2011

By: _____


Robert J. Sanderman,
Executive Vice-President

STATE OF COLORADO)

) ss.

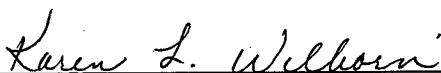
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of May 2011, by Robert J. Sanderman as Executive Vice-President of **Green Valley Aurora LLC**, a Colorado limited liability company.

WITNESS my hand and official seal

SEAL




Notary Public
My commission expires: 6/17/2012

SCHEDULE A
(Description of Property)

The following described parcels of real property located in the County of Adams, State of Colorado:

Brandenburg Parcel:

Lot 1, Block 1, WINDLER SUBDIVISION, except that part conveyed to E-470 Public Highway recorded August 1, 1996, in Book 4807 at Page 451-454,
Together with an easement for ingress and egress over and across the West 30 feet of the NE ¼ of Section 24, Township 3 South, Range 66 West of the 6th P.M., and
Together with an easement for ingress and egress over and across the private road and roadway in the NW ¼ of Section 24, Township 3 South, Range 66 West as described in Decree recorded in Book 15 at Pages 208, 209, 210 and 211, records of the Clerk and Recorder of Adams County, County of Adams, State of Colorado.

Hoyt Parcel

A Parcel of land being a portion of the Northeast Quarter of Section 13, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the County of Adams, State of Colorado being more particularly described as follows:

BEGINNING at the Northwest corner of said Northeast Quarter of Section 13, whence the Center Quarter corner of said Section 13 bears South 00°04'40" West, and all bearings are made as a reference hereon;

Thence along the Northerly line of said Northeast Quarter North 89°53'37" East 1122.95 Feet to the Northwest corner of Parcel TK-116 of the E-470 public highway authority described in book 4667, page 306 in the Adams County Office of the Clerk and Recorder;

Thence along the Westerly boundary of said Parcel TK-116 the following seven (7) courses:

1. Departing said Northerly line of the Northeast Quarter South 00°12'21" West 100.00 feet;

2. South 86°37'51" East 893.46 feet;

3. South 59°36'56" East 90.03 Feet to the beginning of a non-tangent curve concave to the Northwest having a Radius of 908.51 feet and a radial bearing of North 81°53'35" East;

4. Southerly along said curve 132.32 feet through a central angle of 08°20'42";

5. Tangent to said curve South 16°27'07" East 349.92 feet to the beginning of a tangent curve concave to the Southwest having a radius of 1055.92 feet;

6. Southerly along said curve 285.87 feet through a central angle of 15°30'43";

7. Tangent to said curve South 00°56'24" East 1700.86 feet to the intersection with the Southerly line of said Northeast Quarter of Section 13;

Thence departing said Westerly boundary of Parcel TK-116 and along said Southerly Line South 89°52'31" West 2293.98 feet to said Center Quarter corner of Section 13;

Thence along the Westerly Line of said Northeast Quarter of Section 13 North 00°04'40" East 2648.09 feet to the **TRUE POINT OF BEGINNING**, County of Adams, State of Colorado.

Lesgo Parcel:

PARCEL I:

A parcel of land lying within the West half of Section 24, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the City of Aurora, more particularly described as follows:

Commencing at the Northwest corner of said Section 24, whence the Westerly line of the Northwest quarter of said Section 24 bears South 00°17'02" East, with all bearings herein being referenced to this line; Thence South 02°40'22" East 719.71 feet to a line parallel with and distant 30.00 feet Easterly, measured at right angles, from said Westerly line of the Northwest quarter of Section 24 and the **Point of Beginning**;

Thence departing said parallel line, South 89°47'34" East 1035.30 feet to the beginning of a tangent curve concave Northwesterly having a radius of 1000.00 feet;

Thence Northeasterly along said curve through a central angle of 38°44'03" an arc length of 676.04 feet;

Thence tangent to said curve, North 51°03'31" East 459.71 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1000.00 feet;

Thence Northeasterly along said curve through a central angle of 36°50'17" an arc length of 642.95 feet to the Easterly line of said Northwest quarter of Section 24;

Thence non-tangent to said curve, along said Easterly line, South 00°16'29" East 2649.77 feet to the center quarter corner of said Section 24;

Thence along the Southerly line of said Northwest quarter, South 89°36'11" West 243.34 feet to the beginning of a tangent curve concave Southeasterly having a radius of 800.00 feet;

Thence departing said Southerly line and Southwesterly along said curve through a central angle of 41°22'00" an arc length of 577.59 feet;

Thence tangent to said curve, South 48°14'11" West 333.64 feet to the beginning of a tangent curve concave Northwesterly having a radius of 800.00 feet;

Thence Southwesterly along said curve through a central angle of 41°29'08" an arc length of 579.25 feet;

Thence tangent to said curve, South 89°43'19" West 1061.26 feet to a line parallel with and distant 30.00 feet Easterly, measured at right angles, from the Westerly line of the Southwest quarter of said Section 24;

Thence along said parallel line, North 00°16'45" West 617.43 feet to said line parallel with and distant 30.00 feet Easterly, measured at right angles, from the Westerly line of the Northwest quarter of Section 24;

Thence along said parallel line, North 00°17'02" West 1931.51 feet to the **Point of Beginning**,

EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No.1, in Deed recorded January 23, 2006 at Reception No. 20060123000075630 and Deed recorded January 17, 2006 at Reception No. 20060117000055880 and Deed recorded April 6, 2006 at Reception No. 20060405000342900, County of Adams, State of Colorado.

PARCEL II:

A parcel of land lying within the Southwest Section 13 and the Northwest quarter of Section 24, Township 3 South, Range 66 West of the Sixth Principal Meridian, in the City of Aurora, more particularly described as follows:

Commencing at the Northwest quarter of said Section 24, whence the West quarter corner of said Section 24 bears South 00°17'02" East, with all bearings herein being referenced to this line;

Thence South 02°40'25" East 719.51 feet to the Easterly right-of-way of Picadilly Road, being a line parallel with and distant 30.00 feet Easterly, measured at right angles, from the Westerly line of said Northwest quarter of Section 24 and the **Point of Beginning**.

Thence along said Easterly right-of-way the following 2 courses:

1. Along said parallel line, North 00°17'02" West 718.75 feet to a line parallel with and distant 30.00 feet Easterly, measured at right angles, from the Westerly line of said Southwest quarter of Section 13;

2. Along said parallel line, North 00°02'04" West 2653.81 feet to the Northerly line of said Southwest quarter of Section 13;

Thence along said Northerly line, North 89°40'36" East 1281.25 feet;

Thence departing said Northerly line, South 00°16'07" East 1290.31 feet to the beginning of a tangent curve concave Westerly having a radius of 800.00 feet;

Thence Southerly along said curve through a central angle of 31°02'27" an arc length of 433.41 feet;

Thence tangent to said curve, South 30°46'20" West 131.36 feet;

Thence North 89°43'26" East 1505.65 feet to the Easterly line of said Southwest quarter of Section 13;

Thence along said Easterly line, South 00°06'51" East 833.93 feet to the South quarter corner of said Section 13;

Thence along the Easterly line of said Northwest quarter of Section 24, South 00°16'29" East 0.47 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 1000.00 feet, the radius point of said curve bears South 02°06'12" East;

Thence Southwesterly along said curve through a central angle of 36°50'17" an arc length of 642.95 feet;

Thence tangent to said curve, South 51°03'31" West 459.71 feet to the beginning of a tangent curve concave Northwesterly having a radius of 1000.00 feet;

Thence Southwesterly along said curve through a central angle of 38°44'03" an arc length of 676.04 feet;

Thence tangent to said curve, South 89°47'34" West 1035.30 feet to the **Point of Beginning**.

EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No.1, in Deed recorded January 23, 2006 at Reception No. 20060123000075630 and Deed recorded January 17, 2006 at Reception No. 20060117000055880, County of Adams, State of Colorado.

PARCEL III:

A parcel of land lying within the Southeast quarter of Section 24, Township 3 South, Range 66 West, of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the center quarter corner of said Section 24;
Thence along the Northerly line of said Southeast quarter of Section 24, North 89°35'41" East 959.83 feet to the **Point of Beginning**;
Thence continuing along said Northerly line, North 89°35'41" East 1231.87 feet;
Thence departing said Northerly line, South 00°00'10" West 121.65 feet;
Thence South 03°49'07" West 1713.00 feet;
Thence South 00°00'10" West 379.65 feet;
Thence South 03°48'43" East 439.29 feet to the Southerly line of said Southeast quarter;
Thence along said Southerly line, South 89°32'39" West 1137.39 feet;
Thence departing said Southerly line, North 00°12'26" West 2649.17 feet to the **Point of Beginning**;

EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No.1, in Deed recorded January 23, 2006 at Reception No. 20060123000075630 and Deed recorded January 17, 2006 at Reception No. 20060117000055880, County of Adams, State of Colorado.

PARCEL IV:

A parcel of land lying within the South half of Section 24, Township 3 South, Range 66 West, of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado, being more particularly described as follows:

Beginning at the Center quarter corner of said Section 24;
Thence along the Northerly line of the Southeast quarter of said Section 24, North 89°35'41" East 959.83 feet;
Thence departing said Northerly line, South 00°12'26" East 2649.17 feet to the Southerly line of said Southeast quarter;
Thence along said Southerly line, South 89°32'39" West 957.50 feet to the South quarter corner of said Section 24;
Thence along the Southerly line of the Southwest quarter of said Section 24, South 89°33'46" West 2569.79 feet to a line parallel with and distant 72.00 feet Easterly, measured at right angles, from the Westerly line of said Southwest quarter;
Thence along said parallel line, North 00°16'45" West 2034.23 feet;
Thence departing said parallel line, North 89°43'19" East 1019.26 feet to the beginning of a tangent curve concave Northwesterly having a radius of 800.00 feet;
Thence Northeasterly along said curve through a central angle of 41°29'08" an arc length of 579.25 feet;
Thence tangent to said curve, North 48°14'11" East 333.64 feet to the beginning of a tangent curve concave Southeasterly having a radius of 800.00 feet;
Thence Northeasterly along said curve through a central angle of 41°22'00" an arc length of 577.59 feet to the Northerly line of said Southwest quarter;
Thence along said Northerly line, tangent to said curve, North 89°36'11" East 243.34 feet to the **Point of Beginning**;

EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No.1, in Deed recorded January 23, 2006 at Reception No. 20060123000075630 and Deed recorded January 17, 2006 at Reception No. 20060117000055880, County of Adams, State of Colorado.