

Record at 9:54 AM FILED 2
 Receipt 2251142 MAR 23 1933 BOOK 3883 PAGE 310
 Record of 2261164 MAR 23 1933
 Supplemental Declaration of Covenants, Conditions and Restrictions
 FOR
 ARAPAHOE ESTATES SUBDIVISION
 BOOK 3825 PAGE 360
DUPLEXES

12 44

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Nu-West Colorado, Inc., a Colorado corporation, and Arapahoe Development Company, Ltd., a Colorado limited partnership (collectively, the "Original Declarants"), have heretofore caused to be recorded in Book 3378 at Page 2, Arapahoe County, Colorado, records, a Declaration of Covenants, Conditions and Restrictions for Arapahoe Estates Subdivision (the "Declaration"); and

WHEREAS, the property owned by said parties which is subject to or may become subject to the Declaration has been conveyed to Sebriny Properties, Inc., a Colorado corporation (hereinafter referred to as "Declarant"); and

WHEREAS, in Article XII, Section (b) of the Declaration, the Original Declarants, for themselves and their successors and assigns, expressly reserved the right to submit additional real property and improvements to the Properties; and

WHEREAS, Declarant is the owner of record of that certain real property and improvements described on Exhibit 1 attached hereto and incorporated herein by this reference (hereinafter referred to as the "Phase II Property"); and

WHEREAS, Declarant wishes to submit to the Properties the Phase II Property, which property shall become subject to the jurisdiction of the Arapahoe Estates Subdivision Owners Association, Inc.

2-13-37

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property which is or becomes subject to this Supplement, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. General. The terms and provisions contained in this Supplemental Declaration of Covenants, Conditions and Restrictions for Arapahoe Estates Subdivision ("Supplement") shall be in addition and supplemental to the terms and provisions of the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to the Phase II Property. Notwithstanding the foregoing, for the purposes of this Supplement, the term "Property" or "Properties" wherever used in the Declaration shall be deemed to mean and refer to the "Phase II Property".

2. Common Area. Declarant has or shall file for record a plat of the Phase II Property. Any property not designated thereon as a Lot or as a street shall be deemed to be Common Area and shall be the property of the Association.

Document submitted for recordation to include Exhibit 1.

3. Exterior Maintenance.

(a) In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance and exterior repair upon each Residence constructed on a Lot within the Phase II Property as follows: exterior paint and/or stain, private drives, planting and maintaining trees, shrubs, grass, walks, and other exterior improvements located within the property line and not enclosed by fence. The Association shall not be responsible for the planting and maintaining of trees, shrubs, grass, gardens or ornamental landscaping within the fenced rear yard areas of any Lot. Such exterior maintenance shall not include the maintenance and repair of roofs, garage and entry doors and frames or glass in sliding glass doors and windows, which shall be the sole responsibility of the Owner. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have sole responsibility for determining the kind and type of materials used in such repair and maintenance.

(b) Upon an Owner's failure to maintain the exterior of any structure in good repair and appearance the Association may, at its option, after giving sixty (60) days' written notice, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment to which such Lot is subject.

(c) If the need for maintenance or repair is caused through the willful or negligent act of any Owner, his agent, family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(d) For the purposes solely of performing the maintenance referred to herein, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

4. Assessments for Phase II Property.

(a) Notwithstanding anything to the contrary contained in the Declaration, any expenses incurred by the Association solely with respect to the maintenance of the Phase II Property pursuant to Paragraph 3 above shall be assessed only to the Owners of Lots within the Phase II Property, such assessment to be made at a uniform rate for all such Lots within the Phase II Property, provided that the assessment to be paid by Declarant with respect thereto shall be the same as set forth in Section 7 of Article V of the Declaration. Such assessments relating to the Phase II Property shall be in addition to the assessments provided for in Article V of the Declaration.

(b) It is specifically understood and agreed that the assessments relating to the Phase II Property shall be assessed in the manner set forth in Article V of the Declaration and that the liens and all other rights or obligations provided for in Article V of the Declaration relating to assessments shall be applicable to the assessments for the Phase II Property, provided that the limitations set forth in Section 3 of said Article V shall not apply to the above assessments made with respect to the Phase II Property.

5. Easements. Each Owner of a Lot in the Phase II Property shall have the non-exclusive right and easement together with all other Owners of Lots in the Property to use all of the Common Area, open spaces, recreational facilities, grass and landscaping areas and all the other areas in the Property which are not specifically designated to the use of less than all of the Owners. This easement shall be in addition to those easements set forth in the Declaration, shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all of the real property hereinbefore and hereinafter submitted to the Property.

6. Reservation. Declarant hereby reserves the right to further enlarge the Property as provided in Article XII, Section 3(b) of the Declaration.

7. Miscellaneous.

(a) Invalidity or unenforceability of any provision of this Supplement, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of any provision of this Supplement.

(b) Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has executed this 31st day of January, 1983.

SEBRING PROPERTIES, INC.,
a Colorado corporation

By: [Signature]
Title President

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 31st day of January, 1983, by BQ [Signature] as President of SEBRING PROPERTIES, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: October 19, 1986

My business address is: 3131 S. Vaughn Way, Suite 226
Aurora, CO 80014

[Signature]
Notary Public



SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ARAPAHOE ESTATES SUBDIVISION

EXHIBIT I

Lots 1 through 16, Block 2, Filing 3; Arapahoe Estates Subdivision.