DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SANCTUARY OF PEACE COMMUNITY

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DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS

SANCTUARY of PEACE RESIDENTIAL COMMUNITY
El Paso County, Colorado

THIS DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made by the *Sisters of Benet Hill Monastery,* through Benet Hill Monastery of Colorado Springs, Incorporated, a Colorado nonprofit corporation ("Declarant"), for itself and its successors and assigns, to be effective upon recording this Declaration in the public records of El Paso County, Colorado.

Background and Purpose.

Declarant is the owner of certain real property which is located at 15760 Highway 83, El Paso County (the "County"), Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the "Community", or the "Property"), together with all water rights and permits, and rights and entitlements to extract and use the groundwater underlying said Property, used on or in connection with the Property, and all appurtenances, easements, facilities, and improvements located or to be constructed thereon. The Community is adjacent to Benet Hill Monastery, and while Benet Hill Monastery will own a portion of the Property, the Benet Hill Monastery is not operationally associated with the Community and is not subject to the Covenants, Conditions, and Restrictions contained within this Declaration.

Declaration.

Declarant hereby declares that all of the Property, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Community, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Community or any part thereof, their heirs, successors and assigns.

Article 1. Definitions.

The following terms utilized herein shall have the following definitions for purposes of this Declaration :

1.1. Act. The Act is the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 38-33.3-402, as amended from time to time. The Sanctuary of Peace Residential Community is subject to the provisions of the Act.

1.2. Articles. The Articles shall mean the Articles of Incorporation of Sanctuary of Peace Property Owner's Association filed with the Colorado Secretary of State, and as may be from time to time be amended.

1.3. Association. The Association is known as the Sanctuary of Peace Property Owners Association (the "Association"), a nonprofit corporation formed under the laws of the State of Colorado.

1.4. Assesment. Assesments shall have the same meaning as defined in Article 7.

1.5. Augmentation Plan. "Augmentation Plan" refers to the Findings of Fact, Conclusions of Law, Ruling of Referee, and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 18CW3019 recorded in the records of the El Paso County Clerk and Recorder at Reception No. 218100150 ("Augmentation Plan" or "Water Decree"), attached hereto as **Exhibit B**;

1.6. Board. "Board" means the Board of Directors of the Association, and shall also be the Executive Board as defined under the Act. Except as specified herein, or in the Association's Articles of Incorporation, Bylaws, or by C.R.S. §38-33.3-303(3), the Board may act on behalf of the Association without any vote or consent of the Members.

1.7. Bylaws. Bylaws shall mean the Bylaws of the Association, as adopted by the Board and as amended from time to time.

1.8. Building. "Building" means a separate building improvement currently located and those hereafter constructed upon the Property, and containing two individual Units, excepting (i) the Common House, as described herein, and (ii) associated Garages near the Common House. There will be a maximum of 15 Buildings on the Property. There will be a maximum of 26 Units with attached garages, plus the Common House.

1.9. Common Elements. The "Common Elements" are any and all real and personal property within the Community which is not part of a "Lot" or Unit, together with any and all Improvements now or hereafter owned by the Association or which the Association hereafter maintains, holds or uses for the common use and enjoyment of all

of the Owners, subject to any Rules, as described further below. The Common Elements shall include, without limitation, any and all private streets, roads, parking areas, or trails, any traffic control facilities, any culverts or other drainage facilities, centrally located mailboxes or monument signs, the "augmentation well" as described herein and all associated water and wastewater systems, and any and all appurtenant easements to the same. The Common Elements are more particularly described as follows, and depicted on the **Exhibit D** Plat map:

1.9.1. Access and Parking. Tracts A, C, J and K, used for private roadways, paved parking, and residential driveways.

1.9.2. Detention Ponds. Tracts E, F, and G, used for detention facilities with associated emergency spillways, outfall pipes, and pond access roads.

1.9.3. District Utilities. Tracts H, I, J, and K, used for water lines, wells, pump house, treatment facilities, wastewater lines/facilities, and associated access roads and utility lines.

1.9.4. Fire Mitigation. Tract H used for fire cistern and paved fire truck pull-over area.

1.9.5. Mail Kiosk. Tract L used for a single mail kiosk for all 27 lots with paved traffic pull-over area.

1.9.6. Recreational Amenities. Tracts E, F, G, H, I, J, and K, used for trails, benches, gazebos, and community garden.

1.9.7. Trash Enclosure. Tract H used for a single trash enclosure for all 27 lots.

1.10. Common Expenses. The "Common Expenses" are the annual expenses or financial liabilities for the operation of the Community by the Association, including as necessary for the administration, construction, upkeep, improvement, maintenance, repair, restoration and replacement of Common Elements. Assessments of "Common Expenses" are funds required to be paid by each Owner in payment of such Owner's pro-rata share of Common Expenses.

1.11. Common House. The Private Sanctuary "Common House", and the associated parking structures, as described herein, is to be retained in Declarant's ownership, along with Lot 1 upon which it is located. The Common House shall be available for use by Owners and their guests as a community amenity akin to a "Community Center," and for overnight accomodations, with reservations made through the Declarant. Declarant, as the owner of the Common House, shall have a right to the use of the Common House, utilizing the reservation process as may be further established by the Declarant.

1.12. Declarant. "Declarant" means the Benet Hill Monastery of Colorado Springs, Incorporated, a Colorado nonprofit corporation, its agents, employees, successors and assigns, to whom it specifically transfers all or part of its rights as Declarant hereunder. The Declarant hereby reserves any and all "special declarant rights" and "development rights" as created or set forth in the Colorado Common Interest Ownership Act and any other rights as set forth herein. Any such rights shall apply to the Property and shall terminate ten (10) years from the date of the recording of this Declaration, or as otherwise provided herein.

1.13. Declaration. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions, as it may be amended or supplemented from time to time as herein provided. This Declaration shall be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and shall be indexed in the grantee's index in the name of Sisters of Benet Hill Monastery, Benet Hill Monastery of Colorado Springs, and the Sanctuary of Peace Property Owner's Association, and in the grantor's index in the name of the Declarant.

1.14. Director. A Director is a member of the Executive Board of the Association.

1.15. First Mortgage means and refers to a Mortgage encumbering a Residential Unit or Lot having priority of record over all other recorded Mortgages. "First Mortgagee" means the person(s) or parties named in the First Mortgage, their successors and assigns.

1.16. Green Space shall mean Tracts B and D, as depicted on **Exhibit D.** The Green Space shall be partially owned and controlled by the Sisters of Benet Hill Monastery, and the Sanctuary of Peace Property Owner's Association shall own a minority of the Green Space. The Sisters of Benet Hill Monastery, as majority owner of the Green Space, shall be responsible to their proportion of ownership of all maintenance and improvements, as defined below, of Tracts B and D. The Green Space shall be available for use by Owners and their guests as a community amenity subject to any and all rules of the Declarant. The Sisters of Benet Hill Monastery, as the majority owner of the Green Space, shall have a right to the use and regulation of the Tracts.

1.17. Improvements. Improvements are any construction, structure, equipment, fixture, or facilities existing, or to be constructed on, the land that is included in the Community, including, but not limited to Units, buildings, trees, and shrubbery planted by the Declarant, or the Association, utility wires, pipes, poles, light poles, painting of the exterior surfaces of any structure, additions, outdoor sculptures or artwork, sprinkler pipes, garages, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, patios, porches, sheds, fixtures, signs, exterior tanks, solar equipment, exterior air conditioning and central water softeners/fixtures, septic wastewater treatment systems, grading, excavation, filling, or similar disturbance to the

land, including, change of grade, change of drainage pattern, change of ground level, and any change to previously approved Improvements.

1.18. Lot. The term "Lot" shall mean one of the twenty-seven Lots created through the El Paso County land use planning process for the Property. It is Declarant's intent that the Lot numbers used herein, if at all, correspond to the Lot numbers assigned on the Plat.

1.19. Member. As used in this Declaration, the term "Member" shall be a member/Owner within the Association.

1.20. Mortgage "Mortgage" means an interest in a Residential Unit or Lot created by contract which secures payment or performance of an obligation, including, without limitation, a lien created by a mortgage, deed of trust, assignment of leases or rents or other security interest intended as security and any other consensual lien.

1.21. Mortgagee means any person or other entity or any successor to the interest of such person or entity named as the mortgagee, assignee, beneficiary, creditor or secured party in any Mortgage.

1.22. Notice and Opportunity for Hearing shall have the meaning set forth in Article 6.

1.23. Open Space. "Open Space" shall mean all portions of the Property, as described on **Exhibits A and D,** except those portions which are "Lots" and further excepting Tracts B and D, roads, driveways or other Common Elements.

1.24. Owner means the record titleholder, including Declarant, who owns the fee simple interest in a Lot. The term "Owner" shall exclude any Mortgagee.

1.25. Owner's Proportionate Share or "Proportionate Interest" means that percentage of the total which is the Owner's undivided interest in the Common Elements.

1.26. Period of Declarant Control means that period during which the Declarant shall be allowed to appoint the Board of Directors of the Association. The Period of Declarant Control commences upon recording of this Declaration and shall last for twenty (20) years, and terminates upon the earlier of:

1.26.1. the recording in the public records in El Paso County, Colorado of a notice executed on behalf of Declarant which terminates the Period of Declarant Control;

1.26.2. ninety (90) days after the Declarant conveys to Owners fee simple title of seventy-five percent (75%) of the Lots that may be created within the scope of this Declaration;

1.26.3. the passage of two years after the last conveyance of fee simple title to a Lot by Declarant in the ordinary course of Declarant's business; or

1.26.4. the passage of two years after any right to add new Lots was last exercised by Declarant (with the commencement and continuation of planning activities by Declarant constituting the exercise of a right to add new Lots).

1.27. Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

1.28. Plat means that certain document entitled "Sanctuary of Peace Residential Community Plat" depicting the Community. The final Plat is attached hereto as **Exhibit D**.

1.29. Property shall mean the real property described on the attached **Exhibit D** and all real property that Declarant may make subject to the Declaration in the future pursuant to a recorded document, but excluding any real property that Declarant may withdraw from this Declaration.

1.30. Residential Unit. Residential Unit or Unit means a single family dwelling with an attached garage which is contained within a Lot, and on one side adjoined to a "Paired Unit" located on an adjacent Lot, with the adjoining walls, floors and ceiling deemed to be perimeter for such adjoined side. The term Residential Unit shall include all fixtures and improvements which are contained within a Residential Unit, together with all interior non-load bearing walls within the Residential Unit, and all exterior load bearing walls except for an adjoining Residential Unit, as further described herein, as well as the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings. The term further includes all structural components for the Residential Unit (except as otherwise expressly provided below). The boundaries of the Residential Units shall be shown on the recorded Plat map which shall be incorporated herein by this reference.

1.31. Right of First Opportunity. "Right of First Opportunity" means The Right of First Opportunity agreement for the Sanctuary of Peace Community recorded with the El Paso County Clerk and Recorder, a copy of which is attached hereto as **Exhibit E.**

1.32. Rules. The Rules are the regulations for the use of Common Elements and for the conduct of persons within the Community, as may be adopted by the Association Board from time to time pursuant to this Declaration.

1.33. Tract shall mean a parcel of land described as a Tract on the recorded Plat for Sanctuary of Peace, lettered A through L as described in this Article 1.

Article 2. Covenants to Preserve the Character and Living Standards of the Community.

2.1 Purpose. All real property within the Property shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the limitations contained in this Article. These covenants are adopted in order to preserve the desirability, attractiveness, and value of property in the Community, and to assure the continuing quality and maintenance of the Common Elements and facilities that benefit the residents of the Community. The following restrictions and conditions shall apply to all land that is now or may hereafter be subject to this Declaration.

2.2 General. All Units, buildings, and structures of any kind shall be constructed, installed and maintained in compliance with El Paso County standards, laws, ordinances, rules and regulations after obtaining all required permits and licenses, and in accordance with this Declaration, as may be amended from time to time.

2.3 Building/Subdivision Restriction. The Community consists of twenty-six (26) Lots and single family Residential Units thereon, plus one (1) Lot containing the Common House and community parking facilities, Common Element Open Space and Green Space subject to the "Open Space and Forest Preservation" requirements described herein, and an additional twelve (12) tracts. By this Declaration, a building restriction is hereby placed on all Lots, Green Space, and Open Space within the Community prohibiting the construction of any permanent structures, buildings or above ground improvements on any platted drainage/stormwater easements, public utility easements, building setbacks, or other vested rights of way. No further subdivision of any Lot shall be permitted.

2.4 Dwelling Area Requirements/Limitations. No Unit shall be constructed with ground floor area, *i.e.* footprint area, of the main structure exclusive of open porches, basements, and garages, of more than one thousand six hundred (1,600) square feet, with all such structures being one-story dwellings. In the event of the destruction of a particular Residential Unit, such reconstructed Residential Unit shall be of the same design/architecture as that destroyed, and of the same size. Further, while renovations and improvements to the Residential Units may occur with permission of the Association and proper permitting from applicable El Paso County authorities, no such renovation or improvement may at any time include the addition of any bedroom (i.e. rooms with a closet attached used for residential bedroom purposes) to any Residential Unit, nor to the Common House, absent express written consent of the Association, which shall not be provided without first obtaining written confirmation from all applicable regulatory authorities that such additional bedroom will not cause any compliance issue with water and water rights, nor with El Paso County Department of Health permitting, regulation and administration of wastewater systems.

2.5 Construction Type. All construction shall be new, and all construction shall be completed by the Declarant, the Association, or their assigns consistent with this Declaration and the Plat, excespt as provided in Article 10. No building previously used at another location, nor any building or structure originally constructed as a “mobile home” type dwelling or manufactured housing (to the extent such structures have the appearance of “mobile homes” or "doublewides"), nor domes may be moved onto any Lot within the Community. Panels and major house components may, in Declarant’s discretion, be manufactured off-site, provided that the assembly is conducted on-site and the resulting structure does not have the appearance generally associated with manufactured housing.

2.6 Construction Storage. Building materials may not be stored on any Lot except temporarily during continuous construction of a Unit or its alteration or improvement, unless such building materials are stored in an enclosed area and fully screened; except that during the Period of Declarant Control, Declarant may store building materials, supplies and equipment on land it owns within the Property.

2.7 Construction Rules and Regulations. During the period of construction of a Unit, Building, or other Improvement on a Lot, the Owner of the Lot or the contractor shall comply with all construction rules and regulations which Declarant or the Board may establish from time to time.

2.8 Construction Completion. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. “Commencement of Construction” for a Unit or building is defined as the obtaining of necessary building permits, if any, and for all other Improvements is defined as the undertaking of any visible work, including storage of building materials. If construction is not completed within a reasonable time period under the circumstances due to the nature of the project or other factors as deemed by the Board, then the Board may take further action as provided for in this Declaration.

2.9 Declarant Exemption. During the Period of Declarant Control, this Declaration shall not prevent or limit the right of Declarant or a builder approved by Declarant to construct any and all types of Improvements or to construct and maintain model homes, sales offices, management offices and similar facilities; to post signs incidental to construction, sales and leasing within the Property; and to store construction materials, supplies and equipment on land owned by Declarant, or to grant similar rights described in this Section to a builder.

2.10 Modification of Residential Unit. No Owner shall undertake any work to the interior or exterior of such Owner’s Residential Unit or Lot inconsistent with the terms and conditions of this Declaration without the express written consent of the Board, or the Declarant during the Declarant’s Period of Control, including but not limited to, alteration of exterior appearance of a Unit, painting of a Residential Unit, and installation of accessory structures or features on an Owner’s Lot outside of a Residential Unit, so as to maintain the quality, uniqueness and uniformity of the Community. Under no

circumstance may an Owner undertake any work in a Residential Unit or Lot which would jeopardize the soundness or safety of any other Residential Unit, Lot, or Common Element, including an adjoined Residential Unit, nor which might reduce the value thereof or impair an easement thereon or thereto.

2.11 Modification of Residential Unit Exterior and Landscaping. To assure uniformity in the appearance of the Community, no Owner may materially modify the exterior landscaping of the Owner's Lot, or any portion of the exterior of the Owner's Residential Unit, including porches, decks, fences, driveways, sidewalks and the like, without the prior written approval of the Board in accordance with this Declaration. No Owner shall make any changes or additions to any Common Elements or enclose, by means of fencing, screening or otherwise, any Common Element without having first obtained the prior written approval of the Board, including with respect to the materials, design and specifications for such enclosure.

2.12 Restoration in the Event of Damage or Destruction If any Improvement is destroyed in whole or in part by fire, windstorm, or from any other cause or act of God on a Lot, the Owner shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Association, or the Owner shall cause the damaged or destroyed Improvement to be demolished, removed, and the Lot to be suitably landscaped, subject to the approval of the Association, so as to present a pleasing and attractive appearance, consistent with the uniformity of the Community. Such rebuilding or restoration must be commenced within thirty (30) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed four (4) months after the date the damage occurred or such longer period of time as may be approved by the Board. If restoration or rebuilding is not completed within the above time periods or such later time approved by the Board, or if the restoration or rebuilding shall cease for a period of ten (10) days without permission of the Board, the Board may give written notice to the Owner that unless the restoration is diligently pursued within the ten (10) days following notice, the Improvement will be declared a nuisance and the Association shall have the right to enter on the Lot and remove, rebuild or restore the Improvement at the Owner's expense, or take such other action pursuant to this Declaration or the Association Documents. The Association's entry on the property for such purpose shall not be deemed a trespass. The Association may recover its expenses for removal, rebuilding or restoration in accordance with Article 6 herein.

2.13 Home Occupation. No portion of the Property shall be used at any time for any purpose other than residential purposes, either temporarily or permanently, excepting home-office type purposes as may be permissible under El Paso County zoning and land use regulations applicable to the Property, provided no traffic or non-residential parking is associated with such home-office/business uses.A home business may be maintained on the Lot provided that the following conditions are met: (a) the business conducted is clearly secondary to the residential use of the Residential Unit and is conducted entirely within the Residential Unit; (b) the existence or operation of

the business is not detectable from outside of the Residential Unit by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted; and (c) the business conforms to any Rules that may be adopted by the Board from time to time.

2.14 Temporary Buildings. A temporary house, trailer, tent, garage or other outbuilding shall not be placed or erected on a Lot or used as for residential occupancy. The Board may grant permission for the placement of a temporary structure for storage of materials during construction on a Lot.

2.15 Garage Doors. For security purposes, Owners must keep their garage doors closed except when being used for ingress and egress to or from the garage or when the garage is being actively attended (for cleaning, etc.).

2.16 Accessory Building and Yard Items. No accessory buildings/structures shall be constructed on any Lot without the express written consent of the Board, or as may be allowed by the Rules. Any such accessory buildings, or structures, or yard items, whether movable or immovable, including without limitation, children's play or swim sets, basketball hoops, equipment or appliances, fountains, yard ornaments, and masonry figures, storage buildings or storage sheds will not be allowed. All equipment, tools, and other items must be stored in the garage.

2.17 Signs. Signs shall not be allowed on any Lot within the Property without the prior written approval of the Board or as may be provided in the Rules. No signs may be posted on or within Common Elements.

2.18 Solar Collectors. Solar collectors or other solar devices shall not be permitted, unless otherwise approved by the Association and/or Declarant, and as may be addressed in the Rules.

2.19 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for portable speakers on the decks and patios adjoined to or in the immediate vicinity of Residential Units, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the Community.

2.20 Animals. No animals or livestock of any kind shall be housed, raised or kept on any Lot within the Community, either temporarily or permanently, except as expressly provided in this Subsection. Owners may keep commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets, and any restriction on the maximum number of animals that may be kept or maintained on a Lot, and/or restrictions based on an animal's weight or size, shall be set forth in the Rules. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must

be thoroughly secured and maintained within the Lot of the owner of such animals. There shall be no fencing installed on any Lot, nor any dog runs of any kind, and therefore all pets must be on-leash and accompanied when outside of a Residential Unit, or contained utilizing electronic "invisible fencing" or similar. Dogs shall not be permitted to run loose and shall be kept under the control of the Owner at all times, and exterior doghouses or kennels will not be permitted. No animal of any kind shall be permitted which, in the opinion of the Board, makes an unreasonable amount of noise or odor or is otherwise a nuisance. Incessantly barking and/or off-leash dogs, and loose cats, may harm wildlife and disturb the peace of the Community, and are therefore prohibited. Additionally, no kennels, whether for breeding, rent, or sale shall be allowed within the Community. The Owner of a Lot upon which an animal is kept is responsible for payment of any and all damage caused to the property of others, including Common Elements. Owners are responsible for cleaning up after their pets.

2.21 Antennas. Visible antennas maintained on the exterior of any Improvement, or Building are prohibited. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Aerials, antennas, or other devices for the reception of radio, television, microwave device, or other electronic signals may not be mounted on the exterior of any Inprovement, Building, or Unit, except as may be otherwised addressed or permitted in the Rules. Only devices that adhere to Federal Communications Commission (FCC) standards shall be permitted.

2.22 Nuisance. No noxious, hazardous, illegal, or offensive activity shall be permitted upon any Lot or Common Element, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to the Community be permitted on any Lot or Common Element. No hazardous activities may be permitted upon any Lot or Common Element, nor in any Residential Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Residential Unit. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby property Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby Lots within the Community. Lighting designs consistent with the design provisions of the "International Dark-Sky Association" are encouraged, minimizing local and regional light pollution. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Community. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Community other than going to and from the Owne's Residential Unit, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Community. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive or fireworks devices shall be permitted.

2.23 Smoking and Marijuana Cultivation, Use, and Distribution. Any type of smoking, including tobacco, vaping, marijuana, synthetic, or otherwise, shall not be permitted within the Community. No Owner or occupant of a Residential Unit may utilize any portion of their Lot, including within the Unit, for the purpose of cultivation of marijuana, including medical marijuana, for other than their own personal use in accordance with applicable law. If an Owner cultivates their own marijuana for personal use only, odor elimination devices shall be required, and such use must be in full compliance with state and local laws and ordinances. This restriction may be further clarified by the Board through adoption of Rules. No Owner may use any portion of their Lot for the distribution of marijuana. No marijuana odors may emanate from any Lot. Any violation of this Section will be deemed a nuisance and subject to enforcement action by the Association or any other Person entitled to enforce the Association Documents under this Declaration.

2.24 Outdoor Burning. Outside burning of leaves, trash, garbage or household refuse shall not be permitted. Owner shall not permit any condition on a Lot that creates a fire hazard or is in violation of fire prevention regulations adopted by the County or any governmental authority having jurisdiction and control over outside burning. If any ban on any type of outdoor fires, cooking devices, heat sources, or similar, is at any time imposed by the County or other applicable governmental authority, such ban shall be observed within the Community.

2.25 Outdoor Cooking and Heating. Open flames, including those in charcoal grills, propane grills, outdoor fire pits, or similar, shall not be permitted within the Community. All approved cooking grills, or other heat devices, must be connected to the provided natural gas supply line and must otherwise be in compliance with the Rules or approved by the Board.

2.26 Refuse. Unsightly objects or materials, including but not limited to ashes, trash, garbage, grass or shrub clippings, scrap material or other refuse, or containers for such items, shall not be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street.

2.27 Storage, Recyling, and Trash Restrictions/Common Drop-off Locations. Except for common trash bins maintained and located in accordance with the Rules, all garbage, trash, and recycling shall be placed in Owner receptacles and dropped off at a common drop-off location on Tract H, depicted on the attached **Exhibit D** Plat map. The Board may, in its discretion, enter into agreements or arrangements for common trash,garbage, and recycling removal from all Residential Units, or add common drop off areas at locations to be determined by Declarant and/or the Association to which Owners will be required to deliver their trash for pick up on a regular schedule.

2.28 Trailers, Campers, Boats, and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck and pickup trucks solely

for private use of the residents of a Unit, shall be parked on any street at any time (other than for loading/unloading), nor within any Lot outside of a garage. There shall be no on-street parking within the Community.

2.29 Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Community in such a manner as to be visible at ground level from any neighboring Lot within the Community, or street.

2.30 Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat or machine or device may be carried on within the Community except within a completely enclosed structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Community.

2.31 Parking. Except as provided for below, there shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Community except within the garages attached to each Residential Unit and within areas designated for parking on the **Exhibit D** Plat map, or as may be permitted in writing by the Association's Board under specific limited circumstances in the Board's discretion, or as may be provided for by the Rules. Roadways are to be kept clear of parked vehicles, and vehicles may only be parked on Residential Unit driveways for no more than a two hour time limit. Violation of this provision shall permit the Board to remove the offending vehicle at the expense of the vehicle owner.

2.32 Underground Utilities. All future newly installed utilities, except for lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground.

2.33 Maintaining of Drainage. There shall be no interference with the established drainage pattern as planned by Declarant for the entire Community, including those drainage structures identified and included on the Plat.

2.34 Open Space and Forest Preservation. It is Declarant's intent to assign a 90% majority ownership of the Green Space surrounding the Lots within the Community to the Sisters of Benet Hill Monastery, with the remaining 10% assigned to the Sanctuary of Peace Owner's Association. It is also the Declarant's intent to assign ownership of the Open Space and Tracts not a part of the Green Space to the Sanctuary of Peace Owner's Association. Though the Green Space will be managed and maintained by the Sisters of Benet Hill Monastery, and the Open Space and Tracts shall be managed by the Association, The Green Space, Open Space, and Tracts shall be for all of the Owners' use, as provided herein and as subject to the terms and conditions of this Declaration, as well as the Association documents. It is the Declarant's express intent to maintain the natural and native beauty and characteristics of the Open Space, Green Space, and Tracts, prohibiting the construction of any permanent structures thereon, and utilizing only sustainable and fire wise land

management on the Open Space, Green Space, and Tracts, as depicted on the **Exhibit D** Plat map. However, notwithstanding the foregoing, certain portions of the Open Space shall be and are intended to be utilized for construction of central water systems/wells/well fields and wastewater treatment systems, and nothing in this Article 2 shall limit the size, location or scope of such utilities as necessary for provision of services to the Community, as preliminarily depicted on the **Exhibit D** Plat Map. Such utilities may, in Declarant and Association's discretion, be relocated in the future to other areas of the Open Space, Green Space, or Tracts without the consent of the Owners and without the need to amend this Declaration. No further subdivision or development of the Open Space, Green Space, or Tracts may occur absent express amendment of this Declaration with approval of 67% of the Owners in the Community, as well as any necessary approvals of applicable regulatory authorities.

2.35 Maintenance of Natural Forest/Vegetation. The Community is located in the Black Forest, a natural environment of Ponderosa pine, Douglas fir and associated montane ecosystems. While the land within the this Declaration was not impacted by the 2013 Black Forest Fire, Declarant has undertaken extensive fire mitigation efforts, though stands of mature Ponderosa pine and Douglas fir trees remain throughout the Community as of the time of this Declaration, which create natural visual/sight barriers between neighboring properties, as well as maintain the natural ecosystem for local flora and fauna. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot and construction or related appurtenances and community infrastructure by Declarant and/or the Association, no portion of the remaining natural Ponderosa/Fir tree barrier described in this Article 2 may be removed, timbered, cut down, or otherwise materially altered, absent amendment of this Declaration by consent of 67% of the Owners.

2.36 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring or for removing oil, gas or other hydrocarbons, water, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that (a) Declarant or the Association may conduct earthmoving, fill, cut, overlot grading, or other site preparation on land owned by them without it being considered a violation of this Section, and (b) Declarant or the Association may utilize sand, rock or other similar deposits on land owned by them for Improvements within the Property, and (c) properly permitted and authorized water wells may be drilled as described in the Augmentation Plan, without being considered a violation of this Section.

Article 3. **Party Walls**.

3.1 Repair and Maintenance of Party Walls. All "party walls", i.e., common walls built as part of the original construction, being the adjoined wall of paired homes, and also form the dividing lines between Lots, shall be repaired and restored by the Owners who share the party walls in the event of damage caused by fire or other casualty. The affected Owners shall share equally in the cost of the repairs.

Notwithstanding the foregoing, an Owner who, by the Owner's own negligent or willful act, causes damage to a party wall shall bear the whole cost of repairing such damage. Each Owner shall be responsible for maintaining and making cosmetic repairs to the interior surface of and wall coverings on any party wall within the Owner's Residential Unit. The Association shall not be responsible for enforcement of any payment obligations of an Owner under this Article 3.

3.2 Party Wall Easement. Each Owner, and the Owner's agents and contractors, are granted a non-exclusive easement in, over, under and upon adjacent Lots for the purpose of party wall repair and maintenance, upon reasonable notice to the affected Owner. Any damage to the adjacent/adjoining Lot or Residential Unit caused by the exercise of this easement shall be the responsibility of the Owner whose act or omission caused such damage.

3.3 Party Wall Encroachments. It is intended that the adjoining Residential Units shall be placed and constructed on the Lots so that the common Lot lines separating two adjoining Residential Units shall be located between the two adjacent Residential Units, along the center of the party wall, and shall separate the adjacent Residential Units. However, easements for encroachments are hereby created and granted along and adjacent to said common Lot lines so that if any part of any Residential Unit, as a result of original construction, encroaches across a Lot line and onto an adjacent lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to in this paragraph include but are not necessarily limited to encroachments caused by minor error in placement of the original construction of Units, minor jogs in the foundations or structure of walls, and minor deviations between the dimensions shown on the recorded Plat of the Lots involved and the actual location of the Lot lines in the field.

3.4 Mechanic's Liens. Each Owner's Residential Unit shares a party wall with an adjacent Residential Unit, and each Owner agrees to indemnify and hold harmless the Owner of the adjoining Residential Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs or replacements for which the first-mentioned Owner is responsible. In no event shall the claim of any such individual lien be the basis for the filing of a lien against a Lot or Residential Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements; the filing of any such lien against the Residential Unit of a non-consenting Owner or against the Common Elements shall, to the extent permitted by law, be null and void and shall entitle such Owner or the Association to recover damages and expenses, including without limitation attorneys' fees, from the lienor.

3.5 Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner for repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot. The obligation of an Owner to contribute to

the cost of repair or restoration of a party wall shall be personal to the Owner and shall additionally be appurtenant to the Lot and pass to such Owner's successors in interest in such Lot.

Article 4. Maintenance and Repair.

4.1 Owner's Maintenance and Repair Obligations. It shall be the obligation of each Owner of a Lot within the Community, at such Owner's expense, to make all efforts to keep neat, attractive, and in good order such Owner's Unit, and to maintain, repair, and replace the same, consistent with the terms, conditions, covenants and restrictions provided herein. Each Owner shall be responsible for maintenance and repair of the Residential Unit interior, to include the walls, floor and ceiling, lath, furring, wallboard, wallpaper, paint and finished flooring, the structural, mechanical, plumbing, electrical, heating and air conditioning systems of the Unit, interior light bulbs, conduit, party walls, utility service lines within the Unit located inside of the exterior walls of the Unit (including interior underground utility service lines and all interior service lines that are not maintained by a public or private utility company) and all other Improvements on Lots that are not maintained and repaired by the Association. Notwithstanding the foregoing, the Association shall be generally responsible for the maintenance and upkeep of all structures within the Sanctuary of Peace, including the exterior of all Residential Units and Common House, and Common Elements, excepting routine cleaning and maintenance.

4.2 Association Maintenance and Repair Obligations. The Association is responsible for providing maintenance and repair to the exterior of the Residential Units, Lots 1 through 27 including the Common House and the Common Elements to retain them in an attractive and maintained condition, as follows:

4.2.1 All repair, painting, replacement, and maintenance of roofs, gutters, downspouts, front doors, driveways, and exterior building surfaces, including without limitation, decks, sidewalks, driveways, patios, porches, stoops, glass surfaces, exterior light bulbs, doors, screens, windows, and window attachments. An Owner may not paint or change the appearance of the exterior of such Owner's Unit or Improvements on a Lot without the prior written approval of the Board. The Board, in its discretion, may exclude from its obligation to repair, maintain and restore any portion of Lots that are exterior to the Unit, including without limitation, a sidewalk, porch, stair, step, patio, front door or any other area which is for the exclusive use of the Owners, provided the affirmative vote of a simple majority of Owners approve the exclusion.

4.2.2 All repair, replacement, improvement and maintenance of the Common Elements, including without limitation, any landscaping, irrigation system, parking spaces, private streets, driveways, utility service lines located outside the exterior walls of a Unit (including any common utilities within a Lot or Unit which also serve another Unit, but not including any maintenance which is

the responsibility of any public or private utility company), any light fixtures, mailboxes, sidewalks, paths, and other improvements and amenities located in the Open Space and Common Elements.

4.2.3 The Association shall maintain the landscaping, drainage, and irrigation system on the Lots; provided that Declarant and the Association shall not be responsible for Owners installing landscaping or using water on the Lots in such a way as to endanger the structural integrity or the stability of any of the landscaping, drainage or irrigation system, the Residential Unit or any other Improvements on the Lots or within the Common Elements and Open Space. The Association shall indemnify the Declarant for any breach of this provision.

4.2.4 The Association may also undertake, in its sole discretion, such emergency repairs as the Board believes necessary to prevent imminent danger to life or property.

4.2.5 If the need for the Association's maintenance or repair of a Unit, Lot or the Improvements on a Lot or within the Common Elements and Open Space is caused through the willful or negligent acts or omissions of an Owner, or the Owner's family, guests or invitees, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot and Owner is subject.

4.2.6 An easement is granted to the Association, its employees and contractors over and across the Lots as necessary to access, install, operate, maintain and repair those items for which the Association has maintenance responsibility.

4.3 Allocation of Maintenance/Repair Responsibilities between the Association and Owners. Subject to the Board's discretionary right to exclude from its obligation to maintain, repair and restore any area that is exterior to a Unit that is for the exclusive use of the Unit Owner, as set forth in Section 4.2.1 above, **Exhibit F** contains a chart delineating the responsibilities of and among the Association and Owners for maintenance and repair of certain areas and features of the Property.

Article 5. Various Rights and Easements.

5.1 Ownership and Title. A Lot may be held and owned by more than one Person as joint tenants, tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado. Each such Owner shall have and be entitled to the exclusive ownership and possession of the Residential Unit and the use of the Lot, subject to the provisions of this Declaration and applicable law.

5.2 Use of Common Elements. Subject to the restrictions herein, each Owner, guests, and permittees, shall have the non-exclusive right to use and enjoy the Common Elements, for the purpose for which they are intended, subject to the Rules of the Association and to the Owner's ownership interest, without hindering or interfering with the lawful rights of other Owners. It is expressly acknowledged that the Common House, Open Space, and Green Space surrounding the Lots within the Community are available for Owners' use, and Owners' expressly aknowledge that the Green Space will be in the majority ownership of the Sisters of Benet Hill Monastery, along with Lot 1 and the Common House thereon.

5.3 Inseparability of a Unit. An Owner's undivided interest in the Common Elements shall not be separated from the Residential Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Residential Unit even though the interest is not expressly mentioned or described in a deed or other instrument.

5.4 No Partition. The Common Elements shall remain undivided, and no owner or any other person shall bring any action for partition or division of the Common Elements, it being agreed that this restriction is necessary in order to preserve the rights of the Owners, and each Owner hereby expressly waives any and all such rights of partition he may have by virtue of ownership of a Lot. Similarly, no action shall be brought for the physical partition or subdivision of a Residential Unit between or among the Owners thereof, provided, however, an action of partition of a Unit shall be permitted by a sale and the division of the sale proceeds.

5.5 Ingress and Egress and Support. Each Owner shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Common Elements necessary for access to that Owner's Lot, public or private streets, and each Owner shall have the right to the horizontal and vertical support of his Unit.

5.6 Recorded Easements. The Property, and all portions thereof, shall be subject to all recorded licenses and easements including, without limitation, any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on **Exhibit D** Plat map, as may be amended, and on the attached **Exhibit H**.

5.7 Association Easement. The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the Common Elements, as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to this Declaration or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.

5.8 Repairs - Ordinary and Emergency. If any Common Elements, or portions thereof, are located within a Residential Unit or upon a Lot (*i.e.* water/septic infrastructure), or are conveniently accessible only through a Residential Unit/Lot, the

Association, its officers, agents or employees shall have a right to enter such Residential Unit/Lot after service of reasonable written notice and during regular business hours, for the inspection, maintenance, repair and replacement of any of such Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or Lots or Residential Units. The Association expressly reserves a non-exclusive easement for such purposes. Damage to any part of a Residential Unit or Lot resulting from the above-described repairs or any damage caused to another Residential Unit or a Lot by the Common Elements located outside of the Residential Unit, including, without limitation, broken septic lines or water lines, shall be a Common Expense of all of the Owners, unless such damage is the result of the misuse or negligence of one or more particular Owners, or their permittees, in which case such Owner or Owners shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance, or order of any governmental authority. Damaged improvements and fixtures shall be restored to substantially the same condition in which they existed prior to the damage.

5.9 Encroachments. If any part of the Common Elements encroaches upon a Residential Unit or Lot, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Residential Unit or Lot encroaches upon the Common Elements, or upon any adjoining Lot or Residential Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Residential Unit is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction activities shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Residential Unit or appurtenance thereto constructed on the Property, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or constructed to be encumbrances on the Common Elements or on the Residential Units or Lots. In interpreting any and all provisions of this Declaration, subsequent deeds, mortgages, deeds of trust, or other security instruments relating to Residential Units and Lots, the actual location of a Residential Unit and established Lot lines shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lots and Residential Units on the **Exhibit D** Plat map, as may be amended.

5.10 Easement for Public Servants and Emergencies. Subject to the provisions of this Declaration, a non-exclusive easement is further granted to all police, sheriff, fire

protection, ambulance and all similar persons to enter upon the streets, Common Elements, and the Property in the proper performance of their duties.

5.11 Easements Deemed Created. The easements, uses, and rights herein created for an Owner shall be deemed appurtenant to the Lot and Residential Unit, or other property, of that Owner, and all conveyances of Lots hereafter made, whether by Declarant, the Association, or otherwise, shall be construed to grant or reserve the easements, uses and rights set forth herein, even though no specific reference to such easements or this paragraph appears in the instrument for such conveyance.

5.12 Construction - Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs, and construction work on all Lots and Common Elements, to store materials in secure areas, and to control, and have the right of access to work and repairs until completion of Declarant's work within the Community. All work may be performed by the Declarant and its agents and assigns without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising its rights, whether arising under the Act or reserved in this Declaration This easement includes the right to convey access, utility, and drainage easements to utility providers, special districts, El Paso County, or the State of Colorado.

5.13 Utilities Easements. Easements and rights of way are reserved on, over, and under the Common Elements and the Lots as shown on the Plat, or as may be constructed at the time of the sales of Lot, for the benefit of the Association to construct, install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the Common Elements, Lots, and the walls and floors of the Residential Units whether or not within the intended Lot or Residential Unit boundaries, and easements are hereby declared for the purposes of installing utilities or services, including for drainange and septic systems associated with the Community.

5.14 Granting of Future Easements. The Community may be subject to other easements or licenses granted by the Declarant if provided for by this Declaration.

Article 6. Sanctuary of Peace Property Owner's Association.

Sanctuary of Peace Property Owner's Association is a Colorado nonprofit corporation organized to promote the common interests of the Owners. The Association shall have the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas, and to improve and enhance the attractiveness, desirability and safety of the Property.

6.1 Association Structure. The Association shall have the duties, powers and rights set forth in this Declaration, Rules, and in the Articles and Bylaws. In case of conflict between this Declaration and the Bylaws, the Declaration shall control, and in case of conflict between the Articles and Bylaws, the Articles shall control. As more specifically set forth below, the Association shall have a Board of Directors to manage its affairs.

6.2 Board of Directors. The Association will be managed by its Board of Directors. The initial Board shall consist of one (1) member. Thereafter, the Board will consist of not less than three (3) members, nor more than (5) members. The terms and qualification of the members of the Board will be set forth in the Bylaws. The Board may, by resolution, delegate portions of its authority to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for the management of the Association. Action by or on behalf of the Association may be taken by the Board or any duly authorized committee, officer, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration or required by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon the Association and all Owners and other Persons.

6.3 Appointment of the Board. Declarant reserves the right to appoint and remove officers and members of the Board during the Period of Declarant Control, subject to the following:

6.3.1 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the Board must be elected by Owners other than Declarant; and

6.3.2 Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant.

6.3.3 The Declarant's right to appoint members to the Board terminates sixty (60) days after conveyance to Owners other than Declarant of seventy-five percent (75%) of all Lots that may be conveyed to Owners other than Declarant.

Declarant may voluntarily surrender the right to appoint and remove directors from the Board before termination of the Period of Declarant Control. However, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

6.4 Board Limitations. The Board may not act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term.

6.5 Membership in the Association. Each Owner shall be a member of the Association. Membership shall automatically pass with fee simple title to the Lot and is not severable from the Lot. Declarant shall hold one membership interest in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that an Owner may assign some or all of the Owner's rights as an Owner and as a member to a contract purchaser, tenant or First Mortgagee, and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of the Owner under the Association Documents. The rights acquired by any such contract purchaser, tenant or First Mortgagee shall be extinguished automatically upon termination of the sales contract, tenancy or First Mortgage. All rights and privileges of Association membership shall be subject to the Association Documents.

6.6 Voting Rights of Owners.

6.6.1 Entitlement. There shall be one vote for each Lot existing within the Property. Each Owner of a Lot shall have one vote for each such Lot. Declarant shall be entitled to the number of votes equal to the number of Lots owned by Declarant.

6.6.2 Joint or Common Ownership. If any Lot is owned by more than one Person, the vote to which such Lot is entitled shall also be held jointly or in common in the same manner as title to the Lot. However, the vote for such Lot shall be cast, if at all, as an undivided unit, and neither fractional votes nor split votes shall be allowed. If the common or Joint Owners are unable to agree among themselves as to how their vote shall be cast as an undivided unit, they shall lose their right to cast their vote on the matter in question. If only one of the joint or common Owners is present at an Association meeting, that Owner shall be entitled to cast the vote belonging to the joint or common Owners, unless another joint or common Owner shall have delivered to the secretary of the Association prior to the meeting a written statement to the effect that the Owner wishing to cast the vote has not been authorized to do so by the other joint or common Owner or Owners. If an Owner combines two or more Lots with the intent of utilizing the combined lots for a single residence, such resulting combined Lots shall have only a single vote.

6.6.3 Proxies. Any Owner, including Declarant, may give a dated, revocable written proxy to any Person authorizing the latter to cast the Owner's votes on any matter or a particular matter. Such written proxy shall be executed

by the Owner or a duly authorized attorney-in-fact. A proxy may be revoked by giving notice to the Board or by the Owner's physical presence at the meeting. Proxies shall expire no later than eleven (11) months after the date of the proxy.

6.7 General Duties and Powers of the Association.

6.7.1 Management and Care of Common Elements, and other Property. The Association will regulate the use of, and will maintain, operate, and repair all Common Elements and keep the same in an attractive and desirable condition for the use and enjoyment of the Owners, to the extent that such functions are not expected to be performed by any political subdivision of the State of Colorado; provided, however, maintenance responsibilities for any Common Element will not commence until Assessments commence. The Association may construct or reconstruct Improvements in Common Elements and other properties it has the responsibility to maintain, and may demolish existing Improvements. The Association has the power to maintain public or private rights of way and to perform maintenance on any portion of the Property or outside of the Property, whether or not owned by the Association, provided at least some of the Owners will benefit thereby or in a circumstance where such maintenance is required pursuant to a Plat, ordinance or other governmental obligation affecting some or all of the Property. Without limitation, the Association will maintain the private streets and roadways as depicted on the Plat, water and wastewater systems, Community entry features and signs, mailbox facilities, open space, Residential Unit and Common House exteriors, and landscaping located on or within the Common Elements and/or on Tracts shown on a Plat. The Association will enforce parking restrictions within the Community (which may be more restrictive than those required by El Paso County and/or any other entity having jurisdiction). It is expressly understood that the Sisters of Benet Hill Monastery, or its assigns, shall be responsible for maintainance of the Green Space equal to their proportionate ownership of the Green Space, and the The Association will be responsible for the maintainance of the Green Space equal to their proportion of ownership. The Association may, from time to time, hire and/or contract with third parties to achieve the objectives of this Article 6 including licensed water and wastewater operators. If any such expense is attributable to a specific Owner, such expense may be assessed following Notice and Opportunity for Hearing. Additionally, the Association may assign its right to future income, including the right to receive assessments, for any Improvements to be made for the benefit of the Community.

6.7.2 Snow Removal, Landscape and Exterior Maintenance Services. The Association will provide general landscape maintenance services, including maintenance of irrigation systems located on Lots, maintenance and repair of the exterior of the Residential Units and Common House, (as further provided in Article 4, above), and snow removal for driveways and sidewalks. The frequency and scope of such services shall be determined by the Board in its sole discretion.

6.7.3 Acceptance of Property and Facilities Transferred by Declarant. The Association shall accept title to any real or personal property transferred to the Association by Declarant or by any Person with Declarant's permission, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration or other Association documents. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and contractual rights or licenses to use property. No representation, express or implied, is made that the Declarant will transfer property to the Association, except as may be specifically provided in this Declaration and as further represented in the attached **Exhibit G**.

6.7.4 Acquisition, Encumbrance and Conveyance of Property and Improvements. The Association may acquire, hold, encumber, or convey, any right, title, or interst in and to real or personal property for the common benefit of Owners in the Association's name. The Association may encumber or convey Common Elements, provided Owners holding sixty-seven percent (67%) of the votes in the Association and Declarant, during the Period of Declarant Control, agree to such conveyance or encumbrance. The Association also has the right to grant a security interest in the Association's right to levy and collect assessments as collateral for such borrowing. Additionally, The Association may make contracts and incur liabilities, including debt, under such contracts for the general benefit of the community.

6.7.4.1 An agreement to convey, or subject to a security interest the common Elements in the Community must be evidenced by execution of an agreement, in the same manner as a deed, by the Association. The agreement must specify a date after which the agreement will be void unless approved by the requisite percentage of voters as described above. If sixty-seven percent (67%) of the entitled votes to be cast in the association do not agree to the conveyance of subjection to a security interest, then any purported conveyance, encumbrance, judicial sale, or other transfer of common elements is void.

6.7.5 Adoption of Rules. The Association may adopt, amend, repeal and enforce such Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and related matters, the operation of the Association, the use and enjoyment of Common Elements, and the use and occupancy of any other property within the Property, including Lots, subject to Notice and Opportunity for Hearing. Any such Rules will be reasonable and uniformly applied as determined by the Board in its sole discretion. Written notice of the adoption, amendment or repeal of any Rule will be provided to all Owners by the Association, and copies of the currently effective Rules will be made available to each Owner upon request. Rules shall have the same force and effect as if they were set forth in and were a part of this

Declaration. In the event of conflict between the Rules and the provisions of this Declaration, the provisions of the Declaration shall control.

6.7.6 Grant of Easements. The Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Elements for any lawful purpose, including, without limitation, the provision of emergency services, utilities, telephone, television, data transmission or other uses or services to some or all of the Owners or to facilitate the development of the Property.

6.7.7 Grant of Variance. The Association, through the Board, may grant for an Owner a variance from any provision of this Declaration upon a finding of exceptional and extraordinary circumstances where literal enforcement of the provision will create a material hardship to the Owner, and upon a finding that the variance is not contrary to the interests of the Property, the Association and other Owners. A variance may be made subject to terms and conditions approved by the Board. If a variance is denied, the Owner may not bring another application for a similar variance for a period of one year after submittal of the original request.

6.7.8 Power to Employ Managers, Consultants, and Employees or to Contract for Management Services. The Association shall have the power to employ employees or contract with a manager or management company and delegate to them the performance of any functions for which the Association has responsibility under this Declaration, or to contract with an owners association to perform any of the Association's functions including, without limitation, the administration and enforcement of the covenants, conditions and restrictions contained in this Declaration or the Rules adopted by the Board. Notwithstanding such delegation, the Association and the Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions. The Association may also employ or contract with one or more consultants to assist in operating and managing the Association.

6.7.9 Power to Form Committees. The Associations shall have the power, by resolution, to establish permanent and standing committees to perform any of the duties or powers of the Association under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners.

6.7.10 Enforcement of Declaration and the Rules. The Association shall have the power to enforce the provisions of the Declaration, Bylaws, or Rules, and shall take such action as the Board deems necessary to cause compliance by Owners and other Persons, including the power to institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of, or otherwise enforce, the Association's Declarations,

Bylaws, or Rules in the Association's name, on behalf of the Association, or two or more Owners on matters affecting the Community. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Association Documents by any one or more of the following means: (a) by entry upon any property within the Property after Notice and Opportunity for Hearing (unless an emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Association Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Association Documents, by mandatory injunction or otherwise; (c) subject to compliance with the requirements of engaging in arbitration set forth in Article 11 herein, by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Association Documents; (d) by suspension, after Notice and Opportunity for Hearing, of the voting rights of an Owner during and for up to sixty (60) days following any breach by such Owner of the Association Documents, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, after Notice and Opportunity for Hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules of the Association, from any Owner or other Person for a violation by such Owner or other Person of the Association Documents; and (f) by exercising any right or remedy permitted by law or in equity.

6.7.11 Provision of Special Services. The Association will have the power to provide special services to an Owner or group of Owners. Any services provided under this Section shall be provided pursuant to a written agreement, which will provide for payment to the Association by such Owner or group of Owners of the expenses which the Association estimates it will incur in providing such services. Such payment may be collected in any manner permitted by law or by the Association Documents.

6.7.12 Additional Powers. The Association may: (1) exercise any other powers conferred by this Declaration, the Bylaws, or applicable law; (2) exercise any other power that may be exercised in this state by legal entities of the same type as the Association; and (3) exercise any other power necessary and proper for the governance and operation of the Association.

6.8 Notice and Opportunity for Hearing. Under certain circumstances where the Board determines a hearing is necessary, and as further provided in this Declaration and Rules, an Owner or other Person alleged to be in violation of the Association Documents shall be given written notice of the violation and the opportunity to schedule a hearing before the Board or duly authorized committee or representative or, if a fine may be imposed, before an impartial decision maker, to hear evidence concerning the violation and to render a decision. If a hearing is requested by the Owner or other Person before the deadline set forth in the notice, the Association shall serve a notice on the Owner or other Person stating the day, time and location of the hearing by

personal delivery or by U.S. Mail, postage prepaid. The notice shall be delivered to the Owner or Person alleged to be in violation not less than ten (10) days prior to the scheduled hearing date. The Association and the Owner or Person will have the opportunity to present evidence in support of their respective positions. Within ten (10) days after the hearing, the decision maker will issue its decision. The hearing, if requested, will occur whether or not the Owner or other Person attends the hearing, absent extraordinary circumstances as determined by the decision maker. The decision shall be final and binding. Any hearing where a fine may be imposed will also be subject to Rules adopted by the Board. If the Owner or Person fails to timely submit a written request for hearing under this Section, the opportunity for a hearing on the violation shall be waived.

6.9 Mechanics' Liens - Association Work. Labor performed, or services or materials furnished for the Common Elements, if duly authorized by the Board, shall be deemed to be performed or furnished at the express consent of each Owner, provided, however, any Owner may remove the Owner's Residential Unit and Lot from any such lien against the Community, or against the Common Elements or a portion thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien, based upon the Proportionate Share, and the Board shall have no authority to bind the Owners beyond their Proportionate Share as provided above.

6.10 Association Design Guidelines and Approval. The Board may from time to time adopt Design Guidelines applicable to Improvements within the Community. Such Design Guidelines may regulate, without limitation, the following matters: a) site location; b) architectural design; c) site accessories, (e.g., lights, signs); d) landscape design; e) building size and height; and f) approval processes. The Board shall have the right to modify or supplement the Design Guidelines from time to time in its sole discretion; provided, however, that no modification to the Design Guidelines may result in a provision that conflicts with this Declaration, and further provided that Owners will be notified by the Association in advance of any modification and be given the opportunity to comment, and upon adoption, the Association will make available to Owners a copy of the Design Guidelines as modified. Any modification to the Design Guidelines will be prospectively applied.

6.11 Association Approval Required. An Improvement shall not be placed, erected, installed or permitted to occur or exist on any Lot, the exterior of any existing Improvements shall not be altered, and construction shall not be commenced on any Improvements, unless and until the Plans for such Improvement have been submitted to and approved in writing by the Board. Design Guidelines for the Property may contain additional approval requirements applicable to the area involved. Improvements installed or constructed prior to Board written approval, or not installed or constructed in compliance with the approved Plans, shall be deemed to be in non-compliance and may be subject to enforcement action in accordance with this Declaration.

6.11.1 Submittal of Plans. An applicant desiring to build or install any Improvement, or to alter, remove, add to or change any previously approved or

existing Improvement on any Lot shall submit two sets of Plans to the Board. The Plans must show the shape, dimensions, materials, floor plans, location, exterior elevations, alterations, grading, drainage and color scheme for the Improvement. Incomplete submittals will be returned to the applicant without review. The applicant must provide an address where the Board's written decision may be mailed. The Board may charge reasonable fees to cover expenses for the professional review of the Plans, if required.

6.11.2 Approval Process. The applicant shall submit the Plans on a date sufficiently far in advance of commencement of construction to allow the Board to complete its review of the Plans within the time limits set forth in this Section. Following the submittal of the Plans, the Board shall have thirty (30) days in which to provide its written decision to the applicant, which decision may be: i) approval; ii) approval subject to certain conditions, or iii) disapproval. If necessary, the Board may have an additional twenty (20) days for review of the Plans as long as notice of such extension is provided to the applicant within the original 30-day review period. If the Board does not act within thirty (30) days following submission, the Plans shall be deemed disapproved. The Board will retain one copy of all approved Plans as part of its records, and written records of all actions taken by it that will be available to Owners for inspection at reasonable business hours. Approval of any Plans will automatically expire one year after approval if construction is not commenced within such one-year period, and if approval so expires, the applicant must submit a new request for approval.

6.11.3 Approval Standards. In granting or withholding approval of matters submitted to it, the Board shall consider the specific standards and specifications set forth in any Design Guidelines then in effect and any other matter, whether objective or subjective, that the Board feels is relevant to the issue presented. The Board shall have the right to disapprove any Plans or details submitted to it if it determines, in its sole discretion, that the proposed Improvement is not consistent with the Design Guidelines or any provision of this Declaration; if the Plans submitted are incomplete; or if the Board deems the Plans or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the Property, the Association or the Owners. If the Board believes there may be questions of structural integrity, it may, as part of the review process, require certification of the final plans and specifications by a professional architect or engineer licensed in Colorado. A majority of the Board members attending a meeting at which Plans are approved shall constitute a quorum, and a majority vote of the quorum of the Board members present shall constitute action of the Board. Owners acknowledge that architectural review is inherently a subjective process and that the Board is given wide discretion in carrying out its function. The decisions of the Board shall be final and binding.

6.11.4 Variances. The Board shall have the authority to grant for a Lot a variance from any provision of this Declaration (including any provision of the Design Guidelines) that is within the authority of the Board. Such variance will

only be made upon the Board's finding of exceptional and extraordinary circumstances where literal enforcement of the covenant will create a material hardship to the applicant, and that such a variance is not contrary to the interests of the Community, the Association, and Owners. A variance may be made subject to terms and conditions approved by the Board. If a variance is denied, the applicant may not bring another application for a similar variance for the same Lot for a period of one year after submittal of the original request.

6.11.5 No Liability. The Declarant, the Board, and any member, agent or representative thereof, shall not be liable in damages or otherwise to anyone submitting Plans for approval or requesting a variance, or to any Owner or other Person, by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve the Plans or variance. Approval by the Board shall not mean that Plans are in compliance with the requirements of any local building codes, zoning ordinances, or other governmental regulations, and it shall be the responsibility of the Owner or applicant to comply with all codes, ordinances and regulations. It is the intent of this Declaration that the Board shall be recognized as a nonprofit organization for purposes of Sections 13-21-115.5, 13-21-115.7 and 13-21-116, Colorado Revised Statutes (and any successor statutes), and that individuals serving on the Board shall, to the fullest extent permitted by such statutes, be protected from personal liability.

6.12 Association Records and Minutes of Association Meetings. The Association shall permit any Owner, or holder, insurer, or guarantor of first mortgages secured by Lots, to inspect the records of the Association and the minutes of Association and committee meetings during normal business hours.

Article 7. Assessments.

7.1 Purpose of Assessments. The Assessments levied by the Association shall be used to pay expenses incurred in connection with the management, ownership, maintenance, repair, replacement, and insurance for the Common Elements, the Open Space, the Green Space, and other properties for which the Association owns and/or has maintenance responsibility. Assessments may be Annual Assessments, Special Assessments, or Site Assessments as determined by the Board or as provided in the Association Documents.

7.2 Obligation for Assessments. Each Owner, for each Lot owned within the Property, by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner and amounts, and at the times prescribed herein, Assessments as described in this Declaration. Assessments shall be both a personal obligation of the Owner and a lien against the Owner's Lot. Joint or common Owners

shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise avoid personal liability for the payment of the Assessments by non-use of the Common Elements, by non-use of any service provided by the Association for Owners, by abandonment or leasing of such Owner's Lot, or by asserting any claims against the Association, the Declarant or any other Person. Owners of Lots having the exclusive use and benefit of particular Common Elements or having services performed by the Association that are not performed for all Owners will be obligated to pay additional Assessments if and as determined by the Board. In addition to the foregoing Assessments, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental entities against a Lot. All property dedicated to and accepted by a governmental entity and the Common Areas shall be exempt from Assessments.

7.3 Annual Assessments. The annual assessment shall be based upon the Board's annual budget of the requirements needed for the Common Expenses and the administration and performance of its duties during such assessment year. The annual budget shall be adopted consistent with C.R.S. §38-33.3-303(4). Except as otherwise expressly provided in this Article 7, all Common Expenses shall be assessed against all Lots.This shall include, but not be limited to, Common Expenses for reasonable maintenance and replacement of the Common Elements, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. Without limiting any other authority regarding assessments provided for in this Declaration, assessments may, but shall not be required to: (a) be made monthly; or, (b) be made in advance for any maintenance or repairs to the Common Elements. Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board in its sole discretion determines appropriate; the Board is not required to credit, refund, or pay such funds to Owners. The annual assessments shall also include, at the Board's discretion, but shall not be limited to the following:

7.3.1 Any costs and expenses related to management and to the activities and property of the Association;

7.3.2 Any taxes and special tax assessments on the activities and property of the Association;

7.3.3 Premiums for all insurance which the Association is required or permitted to maintain and any deductibles or expenses attributable to such insurance;

7.3.4 Such repairs, restorations, replacements, improvements, and maintenance of the Common Elements which are the responsibility of the Association; provided, however, such work shall not require the prior approval of

the Association regardless of the expense or amount thereof unless a Special Assessment is required pursuant to this Declaration;

7.3.5 Wages for Association employees and payments to Association contractors;

7.3.6 Legal, accounting, and other professional fees;

7.3.7 Any deficit remaining from a prior assessment year;

7.3.8 The creation of reasonable reserves, surpluses and sinking funds for the periodic replacement, repair and maintenance of the Common Elements and for other periodic expenses, and are payable in regular installments, rather than by special assessments, and adequate reserves for insurance deductibles; and

7.3.9 any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration.

7.4 Annual Assessment Procedure.

7.4.1 The obligation for any Owner to pay Annual Assessments shall not commence until the earlier to occur of i) a certificate of occupancy is issued for a Residential Unit on a Lot the date when a Building on a Lot is substantially completed and receives the benefit of services provided by the Association (e.g., without limitation, snow removal and landscape maintenance).

7.4.2 Promptly after this Declaration is recorded, the Board shall set the total annual Annual Assessment for the year of recording, based upon an estimated budget for the Association for that year. In subsequent years, the Board shall set the total annual Annual Assessment based upon a budget of the Association's financial requirements for the following Assessment year. Within ninety (90) days after the Board adopts a proposed budget, the Board shall deliver a summary of the budget to all Owners and set a date for a meeting of the Owners to consider the budget. The proposed budget shall not require approval from the Owners and will be deemed approved in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. If the proposed budget is rejected, the budget last approved by the Owners must be continued until such time as the Owners approve a subsequent budget.

7.4.3 After the budget is approved, the Board shall mail or deliver to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth such Owner's Annual Assessment. The Annual Assessment shall be payable in advance in monthly or quarterly installments, or as otherwise determined by the Board, due and payable on due dates declared

by the Board. Annual Assessments shall be applicable to all Lots, including those owned by Declarant. The Board may adopt Rules requiring the Owner, at the time when Annual Assessments first commence upon that Owner's Lot as provided in this Article, to prepay the Annual Assessments for the balance of the current period and an additional period which shall not exceed an additional twelve months; provided, however, such prepayment shall not relieve the Owner from any additional requirement to pay working capital pursuant to this Article.

7.5 Lot Combinations. Except as expressly provided elsewhere in this Declaration, the percentage of liability for Common Expenses allocated to each Lot shall be based *pro rata* to the total number of Lots in the Common Interest Community (*i.e.*, 1/27th per lot). Even should an Owner combine two Lots with the intent of utilizing the combined lots as a single residence, such combined Lots shall nonetheless be assessed as individual lots on a 1/27th basis for purposes of assessments. Nothing contained in this Article 7 shall prohibit certain Common Expenses from being apportioned to particular Lots consistent with the terms and conditions of this Declaration, when such expenses are not related to all Lots equally.

7.6 Special Assessments. In addition to the annual assessments authorized above, the Association may levy Special Assessments to raise funds to construct or reconstruct, repair or replace improvements upon Common Elements or other property or Improvements which the Association has the responsibility to maintain; to add Common Elements; to provide for necessary facilities and equipment; to offer the services authorized in this Declaration; to correct any deficit or cost overrun; or to repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. The Association may assess a common expense associated with the maintenance, repair, or replacement of a limited common element against the Unit to which that limited common element is assigned. Any expense, or portion thereof, benefitting fewer than all of the Units shall be assessed exclusively against those that are benefited.

7.7 Site Assessments. The Board may also levy a Site Assessment against any Owner and that Owner's Lot if the willful or negligent acts or omissions of the Owner cause any violation of the Association Documents or cause any loss or damage to the Association or Common Elements or cause any expenditure of funds in connection with the enforcement powers of the Association. By way of example, but not by way of limitation, if the Association must perform an act of maintenance or repair which is the obligation of an Owner to perform, the Board may levy a Site Assessment against the Owner and the Owner's Lot in the amount of the reasonable cost incurred by the Association in remedying the Owner's default. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is owing. The Site Assessment imposed on an Owner under this Section shall include the cost of such maintenance, repair or replacement performed by the Association, together with any administrative, legal, financing and expenses for collection, and the Association shall have a lien to secure payment of such Site Assessment as provided in this Article. Imposition or non-imposition of Site

Assessments under this Section shall not preclude the Association from pursuing all other legal or equitable rights and remedies against an Owner or other Person responsible for the loss or damage, or otherwise defaulting on an obligation imposed on such Owner by this Declaration.

7.8 Working Capital Fund. The Board may require the first Owner of a Lot at the time Annual Assessments commence, and thereafter, upon the subsequent conveyance of a Lot to a new Owner, to make a nonrefundable contribution to the Association of an amount not greater than one-half of the Annual Assessment, which contribution shall be held by the Association as and for working capital. Such contribution will be nonrefundable, but if the Association determines that such sums are not required for working capital, they shall be placed in the general revenues of the Association. The working capital contribution shall be in addition to the Assessments, and shall not relieve an Owner from paying all Assessments as they come due.

7.9 New Construction. The Declarant, and the Association, shall have the right to construct new additions to the Common Elements upon the consent of the Owners by a majority vote, or if by Declarant, during the Period of Declarant Control as provided herein without such consent. If the Declarant or the Association makes any new additions of Common Elements to be constructed hereafter, then, except as may be otherwise provided herein, (i) each Owner shall be responsible for its Proportionate Interest of any increase in Common Expenses created thereby, and (ii) each Owner shall thereafter have an undivided Proportionate Interest in the new additions as with all Common Elements, exception such Common Elements as remain in Declarant's ownership. New additions to the Common Elements may be levied by the Board as a Special Assessment, or may be included in the annual budget, at the discretion of the Board.

7.10 Charges for Use of Common Elements. Except for the Assessments and other sums set forth herein, no Owner shall be required to pay any additional fees or charges in connection with such Owner's use of any of the Common Elements; provided, however, the Association may undertake on a contractual basis any activity, function or service, for the benefit of all, some, or any Owners who agree to pay therefore, separate and apart from the Assessments hereunder.

7.11 Rate of Assessments. Assessments shall be set to meet the expected needs of the Association. The rate for Annual Assessments and Special Assessments shall generally be determined by dividing the total Annual Assessments or Special Assessment, as applicable, payable for any Assessment period as determined by the budget, by the number of Lots then subject to this Declaration. The resulting quotient shall be the amount of the Annual Assessments or Special Assessments, as applicable, payable with respect to each Lot. If, however, in the sole opinion and discretion of the Board, certain Lots impose greater costs on the Association than do other Lots, or receive greater benefit from Association activities, Lots may be placed into different classes and Assessments, both Annual and Special, in different amounts may be established for each such class, with the intent that each class will pay its reasonable

and fair share of the Association's overall expenses. Any surplus funds of the Association remaining after payment of the expenses and for the reserves of the Association may be retained by the Association and not returned to the Owners or credited to payment of future Assessments.

7.12 Failure to Fix Assessment. The failure of the Board to levy an Assessment for any period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Owner to pay Assessments for that or any subsequent period.

7.13 Attribution of Payments. If any Assessment payment is less than the amount assessed, the sums received by the Association from that Owner shall be credited in such order of priority as the Board determines in its discretion.

7.14 Payment of Assessments. Assessments shall begin on the first day of the month in which conveyance of the first Lot upon which a Unit has been completed and ready for occupancy and sold to an Owner other than the Declarant occurs. Assessments shall be levied against and payable by the Owners of all Lots upoj which a unit has been completed. All Common Expenses assessed under this Declaration shall be due and payable monthly unless otherwise determined by the Association. At the option of the Association Common Expenses may be assessed each month after actual expenses are incurred.

7.15 No Offsets. All Assessments shall be payable in the amounts specified in the levy, and no offset, abatement or reduction thereof shall be permitted for any reason whatsoever, including, without limitation, any claim that the Association or Board is not properly exercising its duties and powers under this Declaration, or for inconvenience or discomfort arising from any activity of the Association, or the non-use by an Owner of Common Elements or services provided by the Association or because an Owner claims that a particular function funded by the Assessment does not benefit that Owner directly, or for any other reason.

7.16 Costs of Enforcement, Late Charges and Interest. If any Assessment is not paid within ten (10) days after it is due, the Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation, reasonable attorney's fees, court costs, witness expenses, and all related expenses ("Collection Expenses"), and to pay a reasonable late charge as determined by the Board. Any Assessment not paid within ten (10) days after the date of a notice of default shall bear interest from the due date at a rate determined by the Board, not to exceed eighteen percent (18%) per annum.

7.17 Notice of Default and Acceleration of Payments. If any Assessment is not paid within thirty (30) days after its due date, the Board will mail a notice of default to the Owner and to each First Mortgagee of the Lot which has requested a copy of such notice. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty

(20) days from the date of mailing of the notice by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in foreclosure of the lien for the Assessment against the Owner's Lot. Any default notice and action upon a default will be in compliance with the Rules and Section §33-33.3-209.5, C.R.S., as may be amended. A default shall not be considered cured unless the past due sums, Collection Expenses, interest, and all sums coming due through the date of payment are paid to the Association. If the delinquent Assessment and any Collection Expenses, late charges or interest thereon, plus any other sums due as of the date of the payment, are not paid in full on or before the date specified in the notice, the Board, at its option, may enforce the collection of the Assessment and all Collection Expenses, late charges and interest thereon in any manner authorized by law or in the Association Documents.

7.18 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. In the event of a default in payment of an Assessment, the Board may, in addition to any other remedies provided under the Association Documents or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as hereinafter provided. Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments, together with interest, late charges, and Collection Expenses, and this covenant shall be a charge on the land and a continuing lien upon the Lot against which the Assessment is made. The lien created hereby shall exist from the date of each Assessment until all sums are paid, whether or not a Notice of Lien is filed in accordance with this Article 7.

7.19 Lien to Enforce Assessments. The Association shall have a lien for all Assessments described in this Declaration (the "Lien") as provided in Section 38-33.3-316, Colorado Revised Statutes, and any successor statute. In addition to or in lieu of bringing suit to collect Assessments, the Association may foreclose its Lien as provided by law and in this Article. The Board may elect (but is not required) to file a claim of Lien against the Lot of the defaulting Owner by recording a notice ("Notice of Lien") substantially setting forth: (a) the amount of the claimed delinquency, (b) the interest and expenses of collection which have accrued; (c) the legal description and street address of the Lot against which the Lien is claimed, and (d) the name of the record Owner. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall have the priority provided by the Act, and shall be prior to any homestead rights of an Owner, which rights are, with respect to a Lien, waived by the acceptance of a deed to the Lot upon which the Lien is asserted. Recording of this Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for a Common Expense assessment under this Section is not required. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including, without limitation, all Collection Expenses, court costs, recording costs and filing fees, have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien,

upon payment by the Owner of a reasonable fee as fixed by the Board to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosures of real estate mortgages (not including public trustee foreclosures of deeds of trust), or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage and convey the same.

7.20 Estoppel Certificates. Upon the payment of such reasonable fee as may be determined from time to time by the Board, and upon the written request of any Owner and any Person having, or intending to acquire, any right, title or interest in the Lot of such Owner, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and accrued and then unpaid with respect to a Lot and the Owner thereof, and setting forth the amount of any Assessment levied against such Lot which is not yet due and payable.

7.21 Separate Taxation. All taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority, shall be assessed against and collected on each Lot separately, and each Lot shall be carried on the tax books as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements shall be apportioned among the Owners in proportion to the fractional undivided Proportionate Interests in Common Elements. Tax exempt entities owning Lot(s) or portions of the Common Elements, if any, shall maintain such tax-exempt status notwithstanding anything to the contrary in this Declaration. The Association or the Declarant shall deliver to the County Assessor of the County of El Paso, Colorado any written notice required by the Act, setting forth descriptions of the Lots and Residential Units thereon, and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Residential Unit or Lot shall be confined to that Residential Unit or Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot, nor shall any such liens in any manner attach to or otherwise affect Common Elements. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are erroneously assessed on the Property as a whole, then each Owner shall pay their Proportionate Interest thereof in accordance with their ownership interest in the Common Elements, and in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their Proportionate Share of taxes or Assessments for any year in which taxes are erroneously assessed on the Property as a whole.

Article 8. Declarant's Rights.

8.1 Subdivision and Development by Declarant. All lands and Improvements contained within the Property shall be subject to this Declaration. Declarant shall, however, have absolute and complete discretion with respect to the designation of Lots and the manner in which the planning and build-out of the Property is to progress.

8.2 Withdrawal. During the Period of Declarant Control, Declarant reserves the right to withdraw any land within the Property from the jurisdiction of this Declaration with the consent of the property owner whose property is being withdrawn, subject to the limitations of the Act.

8.3 Period of Declarant's Rights and Reservations. In addition to other rights of Declarant described elsewhere in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Elements during the Period of Declarant Control. Those rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Association Documents.

8.4 Declarant's Development Rights. For the Period of Declarant Control, Declarant shall have the following development rights:

8.4.1 Declarant may add land to and create additional Lots within the Property, but only with the consent of the Owner of such land to be added; and

8.4.2 Declarant may create additional Common Elements within the Property or convert any of the Declarant-owned Lots within the Property to Common Elements.

No assurances are made by Declarant concerning which portions of the Property may be affected by Declarant's exercise of its development rights or the order in which portions of the Property may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them.

8.5 Special Declarant Rights. Declarant has the right, but not the obligation, to perform any of the following Special Declarant Rights:

8.5.1 to complete any improvements shown on a Plat;

8.5.2 to exercise any development rights set forth in this Article 8 and elsewhere in this Declaration;

8.5.3 to maintain anywhere within the Property, sales offices, management offices, signs advertising the Property and model homes, including the right to conduct general sales activities in a manner that will not unreasonably disturb the rights of Owners;

8.5.4 to store building materials, supplies and equipment on land within the Property owned by Declarant or on another Person's property with such Person's consent; and

8.5.5 to use easements benefiting or burdening Common Elements for the purpose of making, maintaining, reconstructing or repairing improvements within the Property.

Declarant may transfer its Special Declarant Rights to another Person upon the recording of an instrument evidencing the transfer. Upon such transfer, the rights and liabilities of Declarant and the successor declarant shall be as set forth in the Act.

8.6 Limitations on Special Declarant Rights. Unless terminated earlier by an amendment to this Declaration executed by Declarant, or by statute, any Special Declarant Right as described by statute may be exercised by the Declarant until the later of the following: as long as the Declarant:

8.6.1 is obligated under any warranty or obligation;

8.6.2 owns any Lot or Unit;

8.6.3 owns any Security Interest in any Lot or Unit; or

8.6.4 Fifteen (15) years have elapsed after recording of this Declaration.

8.7 Right to Complete Development. After the Period of Declarant Control has ended, Declarant shall retain the right to complete development of the Property as Declarant may elect. The Association and its Board shall not take any action impairing this continuing right of Declarant.

8.8 Transfer of Records. Within sixty (60) days after the expiration of the Period of Declarant Control, Declarant shall deliver to the Association all property of the Owners and the Association held by or controlled by the Declarant, including without limitation, those items as required by the Act.

8.9 Declarant's Property. The Declarant reserves the right to remove and retain all its property and equipment used in the sales, management, construction, and maintenance of the Property, whether or not they have become fixtures.

8.10 Right of First Opportunity Declarant does hereby expressly reserve a Right of First Opportunity upon each Residential Unit within the Community, effective upon any transfer of title thereof. Likewise, the Association shall have a Right of First Opportunity upon the Green Space and Lot 1 owned by the Sisters of Benet Hill Monastery. The Residential Units and Tracts are subject to the terms and conditions included in the Right of First Opportunity for the Sanctuary of Peace Community to be recorded in the records of El Paso County, Colorado. The Right of First Opportunity is attached hereto as **Exhibit E**.

Article 9. Water Supply.

9.1 Water Augmentation Plan and Decree. The Comunity shall be subject to the obligations and requirements as set forth in the August 28, 2018 Judgment and Decree affirming the August 6, 2018 Findings of Fact and Ruling of Referee granting underground water rights and approving a plan for augmentation, as entered by the District Court for Water Division 2, State of Colorado, in Case No. 18CW3019 (consolidated with Division 1 Case No. 18CW3040), as recorded at Reception No. 218100150 of the El Paso County Clerk and Recorder, which is incorporated by reference ("Augmentation Plan"). The Augmentation Plan concerns the water rights and water supply for the Community and creates obligations upon the Association, and the Owners, which run with the land. The water supply for the Community shall be by community well(s) to the not-nontributary Dawson aquifer, under the Augmentation Plan, with wastewater treatment to occur through an Association-owned and operated septic system(s).

9.2 Water Rights and Facilities Ownership.

9.2.1 Assignment of Water Rights to Association. Declarant will transfer and assign to the Association all right, title and interest in the Augmentation Plan and water rights thereunder, except as set forth below. Those water rights assigned include a portion of the ground water in the nontributary Arapahoe aquifer (at least 1,097 acre-feet), and all of the Laramie-Fox Hills aquifer (at least 1,414 acre feet) of the Denver Basin, as adjudicated in the Augmentation Plan, and as reserved for replacement of any injurious post-pumping depletions. Declarant will further transfer and assign to the Association a minimum of 2,511 acre feet (8.37 annual acre feet based on a 300-year aquifer life) in the not-nontributary Dawson aquifer of the Denver Basin as adjudicated in the Augmentation Plan as the physical source of supply for all Lots from the community Benet Well No. 1 and any additional or replacement wells required. The Dawson aquifer well shall be augmented per the Augmentation Plan as operated and administered by the Association.

9.2.2 Assignment of Augmentation Plan Obligations. The Declarant will further assign to the Association all obligations and responsibilities for compliance with the Augmentation Plan, including pumping, monitoring,

accounting and reporting obligations, as well as all well, water and wastewater infrastructure necessary for the production and use of the water and water rights consistent with the Augmentation Plan. The Association shall assume and perform all such obligations and responsibilities, which expressly include design, installation, operation and maintenance of an appropriate non-evaporative central septic disposal system(s). By this assignment to the Association, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Augmentation Plan. Such conveyance shall be subject to the obligations and responsibilities of the Augmentation Plan and said water rights may not be separately assigned, transferred or encumbered by the Association, nor by the Owners. The Association shall maintain such obligations and responsibilities in perpetuity, unless relieved of such augmentation responsibilities by decree of the Water Court, or properly entered administrative relief.

9.2.3 Binding to Property. The Association's water rights in the not-nontributary Dawson aquifer underlying the Community shall remain subject to the Augmentation Plan, and shall, not be severable from the Property, and the Association covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the entirety of the Property.

9.2.4 Reservation of Declarant. All not-nontributary Denver Basin groundwater in the Denver aquifer, and a portion of the groundwater in the nontributary Arapahoe aquifer not reserved and assigned to the Association for augmentation of any injurious post-pumping depletions, consistent with the Augmentation Plan, are otherwise retained by Declarant.

9.3 Water Administration. The pumping of the community Dawson aquifer well (Benet Well No. 1 and additional/replacement wells) is limited to a maximum of 8.37 acre feet annually, consistent with the Augmentation Plan. The Association shall ensure that the allocations of use of water resulting from such pumping as provided in the Augmentation Plan is maintained, as between in-house, irrigation, and other allowed uses. The Association shall ensure that all domestic-type water usage on the Property is treated utilizing a central non-evaporative septic system(s) in order to ensure that return flows from such system(s) are made to the stream system to replace depletions during pumping, and that such return flows shall not be sold, traded or used for any other purpose. The Association, as the owner of all obligations and responsibilities under the Augmentation Plan, shall administer and enforce the Augmentation Plan as applies to pumping from the community Dawson aquifer well and non-evaporative septic system(s). Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights. Each Owner, and the Association, have the right to specifically enforce, by injunction if necessary, the Augmentation Plan, for any failure to comply with the Association's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permit(s) issued pursuant to the Augmentation Plan,

and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary, to the prevailing party. The use of the not-nontributary Dawson ground water rights owned by the Association is restricted and regulated by the terms and conditions of the Augmentation Plan and this Declaration, including, without limitation, maximum annual well pumping of 8.37 acre feet. Failure of the Association to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation Plan to curtail use of ground water rights.

9.3.1 Accounting. The Association shall fully account for total pumping from the community well to the not-nontributary Dawson Aquifer, including for any irrigation, or other permitted/allowed uses as may be required under the Augmentation Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested by the Division or Water Resources. The Association shall provide the Division of Water Resources with integrated accounting for pumping of all not-nontributary individual Dawson aquifer wells on an annual basis, unless otherwise reasonably requested by the Division of Water Resources.

9.3.2 Construction of Nontributary Well. At such time as construction of an Arapahoe and/or Laramie-Fox Hills aquifer well is required for replacement of post-pumping depletions under the Augmentation Plan, the Association shall be responsible for all cost and expense in the construction of said well, as well as all reasonable reporting requirements of the Division of Water Resources associated therewith. The Association shall have authority to impose a reasonable fee or assessment upon all Owners in advance of construction so as to ensure sufficient funding is available to meet all post-pumping depletion replacement obligations, consistent with the terms and conditions of this Declaration.

9.4 Well Permit(s) for Not-Nontributary Wells. The Association, or Declarant, shall be responsible for obtaining a well permit for the community Benet Well No. 1 to the not-nontributary Dawson aquifer for provision of water supply to the Community, and any replacement or additional not-nontributary Dawson aquifer wells to provide such supplies. Such Dawson aquifer well(s) shall be constructed and operated in compliance with the Augmentation Plan, the well permit(s) obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources. The costs of the construction, operation, maintenance and repair of such community well, any applicable treatment of water produced thereby, and delivery of water therefrom to the Residential Units located on each Lot, shall be a Common Expense subject to assessments by the Association. The Association shall comply with any and all requirements of the Division of Water Resources to log the well(s) and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Augmentation Plan.

9.5 Well Permits for Nontributary Wells. The Association shall further be responsible for obtaining any well permits, rights and authorities necessary for the construction of wells to the nontributary Arapahoe and/or Laramie Fox Hills aquifer, though such well(s) shall be constructed only for purposes of replacing any injurious post-pumping depletions, consistent with the Augmentation Plan, and shall not be constructed unless and until such post-pumping depletions must be replaced. The Association shall comply with any and all requirements of the Division of Water Resources to log such wells, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide all necessary accounting under the Augmentation Plan.

9.6 Availability and Adequacy of Water. No party guarantees to the Owners the physical availability or the adequacy of water quality from the community Benet Well No. 1, or additional and replacement wells, or augmentation wells, to be drilled under the Augmentation Plan. The Denver Basin aquifers which are the subject of the Augmentation Plan are considered a nonrenewable water resource and due to anticipated water level declines the useful or economic life of the aquifers' water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.

9.7 Compliance. The Owners and the Association, respectively, shall perform and comply with all terms, conditions, and obligations of the Augmentation Plan, and shall further comply with the terms and conditions of any well permits issued by the Division of Water Resources pursuant to the Augmentation Plan, as well as all applicable statutory and regulatory authority.

9.8 Amendments. No changes, amendments, alterations, or deletions to this Article 9 of this Declaration may be made which would alter, impair, or in any manner compromise the Augmentation Plan, or the water rights of the Owners without the written approval of said parties, El Paso County, and from the Water Court.

9.9 El Paso County Requirements. El Paso County may enforce the provisions regarding the Augmentation Plan as set forth in this Declaration, should the Owners and/or Association fail to adequately do so.

9.10 Septic Systems and Leach Fields. As described above, the Association is vested with all easements necessary for the installation, construction, use, maintenance and repair of a community septic wastewater treatment system(s) for treatment of water utilized within each Residential Unit, consistent with the terms and conditions of the Augmentation Plan. It is anticipated that each 5-7 Residential Units may share a "sub" wastewater system, but no such sub-system shall have a discharge of greater than 1,999 gallons per day, and the entire system shall in no instance exceed 6,000 gallons per day of discharge. Such wastewater treatment system(s) shall be Common Elements, and repair to any such sub-systems shall be allocable amongst all Lots and Residential Units, regardless of whether a particular Residential Unit utilizes a particular

sub-system. Such system(s) may be located within any portion of the open space within the Community, whether owned by Declarant or the Association, at Declarant's discretion.

9.11 Public Water Supply. All Owner connections to the public water system are subject to the terms and conditions specifically described in the attached **Exhibit C**, in order to protect the public water sytem from contaminants or pollutants that could enter the distribution system by backflow from an Owners' water supply system through the service connection, in accordance with Title 25 of the Colorado Revised Statutes, Colorado Primary Drinking Water Regulations, and the Colorado Plumbing Code.

9.11.1 Authority and Control. The Association shall have the authority to survey and control all service connections within the distribution system to determine if the connection is a cross-connection.The Association and public water system also has the authority to control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

9.11.2 Fee Collection. The Association may collect fees for the administration of the public water supply program.

9.11.3 Records. The Association shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

9.11.4 Enforcement. Except as otherwise provided herein, the Association shall administer, implement and enforce the provisions of this Paragraph 9.11 and requirements described on **Exhibit C**.

Article 10. Insurance and Restoration of Common Elements.

10.1 Insurance Coverage. The Association shall maintain, to the extent reasonably available, the following types of insurance:

10.1.1 Property. Property insurance on the Common Elements and any personal property owned by the Association, for broad form covered causes of loss; except the total amount of the insurance must be not less than the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Such insurance maintained by the Association pursuant to this Section shall afford protection against at least the following:

10.1.1.1 loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and

10.1.1.2 such other risks as shall customarily be covered with respect to similar types of projects including those covered by standard "all risk" endorsement including, without limitation, endorsements for vandalism and malicious mischief, and

10.1.1.3 any damage which is caused by or originating from the Common Elements and which is the responsibility of the Association to repair or remedy.

The Association is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the Community facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

10.1.2 General Liability. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements, in an amount deemed sufficient in the judgment of the Board but not less than One Million Dollars ($1,000,000.00) per occurrence covering claims for personal injury, bodily injury and/or for property damage, insuring the Board, the Association, any management agent, and their respective employees, agents, and all Persons acting as agents. The Sisters of Benet Hill Monastery shall be included as an additional insured in such capacity as an Owner and Board member, as applicable. Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles (whether owned, non-owned or hired) on behalf of the Association.

10.1.3 Other Insurance. The Association may obtain such other insurance as the Board shall determine to be prudent or required by law with respect to the Association's responsibilities and duties such as, without limitation, fidelity, worker's compensation and officers' and directors' liability insurance.

10.1.4 Notice of Unavailability. If any insurance described in this Declaration is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy having been obtained, the Association shall notify all Owners and First Mortgagees of such event as provided in this Declaration.

10.1.5 Annual Review. The Board will review its insurance coverage annually.

10.1.6 Association Insurance Policy Provisions. All insurance shall be carried in blanket form naming the Association as insured, as trustee and attorney-in-fact for all of the Owners and First Mortgagees as their interests may appear, and shall identify the interest of each Owner and the First Mortgagees. Insurance policies carried by the Association shall provide, to the extent reasonably available:

10.1.6.1 Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association;

10.1.6.2 The insurer waives its rights to subrogation under the policy against the Association, its officers and directors, Declarant and any Owner, guest or tenant;

10.1.6.3 No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

10.1.6.4 If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

10.1.7 Insurer. All insurance shall be procured from a reputable insurance company authorized to do business in Colorado, and shall provide that the policy may not be canceled or altered except upon thirty (30) days' prior written notice to the Association (10 days' notice if canceled for non-payment). The insurer issuing a policy for the Association shall issue a certificate of insurance to the Association and, upon request, to any Owner or First Mortgagee.

10.1.8 Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

10.1.9 Restoration of Common Elements. All or any portion of the Community for which insurance carried by the Association is in effect, must be repaired or replaced promptly by the Association unless the Community is terminated; or if repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety. Any cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

10.2 Insurance on Residential Units. Property casualty and other insurance insuring the Residential Units may be provided by the Association and assessed against

each Owner as either part of Annual Assessments, as provided herein, provided the Association Board has approved the provision of such insurance for the Residential Units. Owners shall be solely responsible, at their own expense, for providing all other insurance covering loss or damage to that Owner's fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed in the Residential Unit by the Owner and covering liability for injury, death or damage occurring within the Residential Unit and upon the Lot that is not otherwise covered under insurance provided by the Association.

10.3 Owner's Insurance. Each Owner, at its sole expense, shall provide and maintain a Loss Assessment Coverage policy as a minimum standard liability insurance covering the Owner's Lot, and property insurance covering the Owner's furnishings, fixtures, improvements, personal property, and alterations not otherwise covered under the Association's property insurance. Insurance obtained by an Owner shall waive the insurance company's right of subrogation against the Association, its officers, directors, employees and agents, and Declarant, and shall name the Association as an additional insured. Evidence of such coverage must be provided to the Association annually.

10.4 Association as Attorney-in-Fact. The Association is hereby irrevocably appointed as insurance trustee, pursuant to C.R.S. §§ 38-33.3-313 (5) and (9) of the Act and this Declaration, and as attorney-in-fact to deal with the Property in the event of its destruction or damage including without limitation the repair or replacement of any Lot, Residential Unit, Common Element, or other portion of the Community which has been destroyed or damaged and which is subject to insurance provided by the Association. Acceptance by any grantee of a deed or other instrument of conveyance of a Lot shall constitute appointment of the Association as attorney-in-fact. Any proceeds received from any proceedings, settlements or agreements related to the Property shall be payable to the Association for the benefit of the Owners and their First Mortgagees. As attorney-in-fact, the Association, by its duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary and appropriate to exercise the powers herein granted. Notwithstanding any contrary provision of this Declaration, no Owner or any other party shall have priority over any rights of the First Mortgagee of the Lot pursuant to its First Mortgage in the case of a distribution to such Owner of insurance proceeds.

10.5 Insurance Proceeds. Any loss covered by the property insurance policy described in this Article must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and lienholders as their interests may appear. Subject to the provisions of Paragraphs 10.6 and 10.7, below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners, and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus

of proceeds after the Property has been completely repaired or restored or the Community is terminated.

10.6 Repair or Reconstruction. Any insurance proceeds payable upon damage or destruction of a Residential Unit or Lot received by an Owner shall be applied by the Owner to repair or replace the Residential Unit or portion of the Lot damaged or destroyed, unless: (a) the Community is terminated, in which case C.R.S. section 38-33.3-218 of the Act applies; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; (c) sixty-seven percent (67%) of the Owners, including every Owner of a Lot that will not be rebuilt, vote not to rebuild; or (d) prior to the conveyance of any Lot to a Person other than Declarant, the holder of a deed of trust or mortgage on the damaged portion of the community rightfully demands all or a substantial part of the insurance proceeds. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots that are not rebuilt must be distributed to the owners of those Lots, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Lot Owners or lienholders, as their interests may appear, in proportion to the common expense liabilities of all the Lots.

10.7 Insufficient Insurance Proceeds. If the proceeds from an Owner's insurance are not sufficient to cover the full cost of repair or replacement, the Owner shall be liable for such deficiency of funds. If two adjoined Residential Units sharing a party wall are repaired or rebuilt under this paragraph, but the insurance proceeds are insufficient to pay all of the cost, the Owners of the Residential Units involved each will contribute to the extent that the insurance proceeds allocable to their respective Residential Unit are inadequate to cover the repair costs. If the Owners involved are unable to agree on the allocable amounts, the amount to be contributed by each Owner will be determined by an appraiser appointed in the manner described above. Reconstruction shall be in accordance with the original specifications for the Residential Unit(s) or changes agreed upon by Owner and the Association. Reconstruction shall begin within sixty (60) days after an insurance settlement agreement has been reached, unless a later date is agreed upon by Owner and the Association. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, should the Owner fail to begin reconstruction within the specified time period.

10.8 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Owners or Mortgagees, then the Association, and the Trustee, if any, shall obtain and may rely on a title insurance company's certificate or a title insurance policy based on a search of the records from the date of the recording of the original Declarations, stating the names of the Owners and the Mortgagees.

10.9 Certificates By Association. The Trustee, if any, may rely on the following certifications in writing made by the Association: (1) whether or not damaged or destroyed property is to be repaired or restored; (2) the amount or amounts to be paid for repairs or restoration; and (3) the names and addresses of the parties to whom such amounts are to be paid.

10.10 Consequences of Condemnation. If at any time all or any part of the Community shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association and Owners shall be bound by the Act, including, but not limited to, the provisions of C.R.S. §38-33.3-107, as it may be amended from time to time, and notwithstanding any provision herein to the contrary.

10.11 Allocation of Insurance Responsibilities between the Association and Owners. Attached to this Declaration as **Exhibit F** is a chart delineating the responsibilities of and among the Association and Lot Owners for maintenance of casualty insurance coverage, subject to the Association's reasonable determination as to availability and cost of providing coverage and further subject to this Article 10.

Article 11. Miscellaneous Provisions.

11.1 Persons and Lots Subject to Declaration, Rules, Bylaws. Owners, tenants, occupants of Units, and, to the extent they own Lots, Mortgagees and the Declarant, shall comply with this Declaration, and any Rules or Bylaws subsequently enacted by the Association, including any such rules incorporated within the Association Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot constitutes agreement that the provisions of the Association Documents are accepted and ratified by that Owner, tenant, Mortgagee, or occupant.

11.2 Binding Effect. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in this Declaration to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of the rights or interests, to any person, corporation, partnership, association or other entity.

11.3 Terms of Covenants and Severability. All provisions, covenants, conditions, restrictions, and equitable servitudes contain in this Declaration shall run with and bind the Property and all Lots created thereon, and shall remain in full force and effect for twenty (20) years following the date this Declaration was originally recorded, and thereafter shall be automatically extended for successive periods of ten

(10) years each, until amended or terminated in whole or part, by agreement of the Owners as provided in this Article 11, and in the manner provided in Section 38-33.3-218, Colorado Revised Statutes, and any successor statute, and filed for record with the Clerk and Recorder of El Paso County.

11.4 Amendment of Declaration by Declarant. Declarant may amend or repeal any provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration by the recordation of an instrument setting forth such amendment or repeal and upon the satisfaction of one or more of the following conditions:

11.4.1 The conveyance of the first Lot by recorded deed to an Owner other than Declarant has not yet occurred;

11.4.2 A government agency requires an amendment or repeal as a condition to making, purchasing, insuring or guaranteeing mortgages, or an amendment or repeal is required in order to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, HUD, FHA or other government mortgage agency;

11.4.3 An amendment or repeal is necessary or useful for the exercise of Declarant's development rights as set forth in this Declaration, including but not limited to the inclusion of additional land within the scope of this Declaration and the creation of additional Lots.

11.4.4 An amendment to this Declaration, the Articles of Incorporation and/or the Bylaws of the Association, as may be necessary to correct typographical errors or ambiguities in said documents.

Declarant reserves the right to unilaterally amend this Declaration in all circumstances permitted by law and which do not conflict with applicable statutes, rules or decrees during the Period of Declarant Control. Notwithstanding anything contained within this Declaration, and to the extent permitted by law, if Declarant determines that any amendments to this Declaration shall be necessary in order for existing or future Mortgages or other security instruments to be acceptable to applicable authorities, then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of Owners or Mortgagees (or any percentage thereof). By accepting a deed or other instrument to a Lot within the Community, each Owner or Mortagee appoints Declarant as their attorney-in-fact for purposes of executing in said Owner's name and recording any such amendments to this Declaration, and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Residential Unit/Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

11.5 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, repealed, added, or modified upon approval by Owners with at least sixty-seven percent (67%) of the voting power of the Association, at least sixty-seven percent (67%) of the First Mortgagees to the Lot which have provided the Association notice of their interest in any Lot have agreed to such amendment, and in accordance with the requirements of Section 38-33.3-217, Colorado Revised Statutes, and any successor statute. Any amendment to this Declaration that modifies the use, characteristics, or appearance of the Green Space shall also require the unanimous consent of the owners of the Green Space. During the Period of Declarant Control, Declarant must also approve in writing any amendment to this Declaration that is approved by the Owners. Any amendment or modification of this Declaration is subject to the following:

11.5.1 Any section in this Declaration which requires a particular percentage of Owners and/or Mortgagees may be amended only by written consent of the specified percentage of those parties;

11.5.2 This Section 11.6 may be amended by an instrument signed by Owners of at least ninety percent (90%) of the voting interests, and one hundred percent (100%) of all First Mortgagees who have given the Association notice of their lien;

11.5.3 That an Owner's Proportionate Interest in the Common Elements appurtenant to each Lot as set forth herein shall have permanent character and shall not be altered without the consent of all of the Owners and all of the First Mortgagees of which have provided the Association notice of their interest in any Residential Unit/Lot.

11.6 Recording of Amendments. To be effective, all amendments to or revocation or termination of this Declaration must be recorded in the office of the Clerk and Recorder of the County of El Paso, Colorado, and must contain evidence of the required approval thereof. An amendment must be indexed in the grantee's index in the name of the common interest community and the Association and in the grantor's index in the name of each person executing the amendment. The amendment shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the party designated in C.R.S. §38-33.3-217(6).

11.7 Unanimous Consent. Except to the extent expressly permitted or required by other provisions of this Declaration, an amendment may not create or increase the number of Lots, change the boundaries of a Lot, change the vested property interests of a Lot or Owner, or the uses to which a Lot is restricted except by unanimous consent of the Owners.

11.8 Termination. Except as is otherwise provided herein, this Declaration shall not be *revoked or terminated* unless one-hundred (100%) of the voting Owners, including Green Space Owner, and all First Mortgagees which have given the Association notice of their interest in any Residential Unit/Lot, consent and agree to such termination or revocation by an instrument duly recorded; such termination and revocation shall also comply with C.R.S. §39-33.3-217. It is expressly understood that termination or revocation of the covenants and restrictions herein regarding compliance with the Augmentation Plan shall not terminate unless the requirements of the Augmentation Plan are also terminated by order of the appropriate water court and a change of water supply is approved by El Paso County.

11.9 Implied Approval of First Mortgagees. Any First Mortgagee shall be given notice of any proposed action of the Association if the Association has been provided with a written request for notice delivered by certified or registered mail with a "return receipt" requested, stating both the First Mortgagee's name and address and the Lot number or address of the Lot on which it has the First Mortgage. To the extent any law or provision of this Declaration requires the vote of a First Mortgagee on an issue, approval by a First Mortgagee shall be assumed if the First Mortgagee fails to respond in writing to a written request for a vote within sixty (60) days after receipt of notice from the Association.

11.10 Junior Mortgagee. The consent of any Junior Mortgagee shall not be required under the provisions of this Article 11. In determining whether the appropriate percentage of Mortgagee approval is obtained, each First Mortgagee which has provided the Association notice of its interest in any Residential Unit/Lot shall have one (1) vote for each First Mortgage owned.

11.11 Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after such amendment is recorded.

11.12 Assignment by Declarant. At such time as Declarant has conveyed all of its interest in the Property to other Owners, the Association shall automatically succeed to all of the rights, powers, reservations and duties of Declarant contained in this Declaration that have not been assigned by Declarant to another Person. Upon that event, the Association shall be deemed to be an assignee of Declarant and Declarant shall be relieved from all liabilities, obligations and duties under this Declaration.

11.13 Remedies Cumulative. The rights and remedies of the Association are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be exercised concurrently, independently or successively without effect or impairment upon one another.

11.14 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

As such, no provision contained in this Declaration is abrogated by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

11.15 Limitation on Liability. The Association, the Board, and Declarant, and any agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

11.16 Persons Entitled to Enforce Declaration. The Declarant, the Association (acting by authority of the Board) or any Owner (acting on such Owner's own behalf), shall have the right, but not the obligation, to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration, or other Association Documents. Each and every Owner is also granted a right of action against the Association. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of the Association Documents, and all other rights and remedies provided in the Association Documents or available at law or in equity.

11.17 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be served either personally, by U.S. Mail or by electronic mail, if an Owner or other Person has provided the Association with an electronic mail address. If served by U.S. Mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. If served by electronic mail, the Association must have verification of delivery to the recipient in writing. Such addresses may be changed from time to time by notice in writing to the Association.

11.18 Violations of Law. Any violation of any law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Property is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

11.19 Binding Arbitration. In the event that a dispute regarding an alleged violation of this Declaration cannot be resolved through discussion and negotiation of the parties, including mediation, enforcement shall be through binding arbitration, and shall be subject to and in accordance with the rules of the American Arbitration Association. The Disputing Parties will share equally in the cost of any mediation and arbitration. As a result, outcomes of arbitration and mediation are declaratory judgments, and under no circumstances will mediator or arbitrator award punitive, consequential, special, or indirect monetary damages. The Board may adopt additional Rules concerning alternative dispute resolution processes that will be used in resolving disputes involving the Association.

11.20 Governing Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue shall be proper in a Court of competent jurisdiction in El Paso County, Colorado.

11.21 Invalidity/Severability. The provisions of this Declaration shall be deemed to be independent and severable and if any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word, or the application thereof, in any circumstances be invalidated by judgment or Court Order, such invalidity shall not affect the validity of the remainder of this Declaration, which other provisions shall remain in full force and effect.

11.22 Captions. The captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Declarations or the intent of any provision thereof.

11.23 Number and Gender. Unless the context requires a contrary construction, as used in the Association Documents, the singular shall include the plural and the plural, the singular and the use of any gender shall include all genders.

11.24 Acceptance of Documents/Waiver of Homestead. The conveyance, sale, transfer, lease or encumbrance of a Residential Unit or Lot shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the waiver of any homestead rights and any exemptions under any state or federal law and shall be binding upon each grantee and mortgagee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

11.25 No Representations or Warranties; Disclaimer; Statute of Limitations. **Except as may be provided in a separate written agreement, and except as expressly prohibited by Colorado law, no representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, its members, managers or agents, in connection with any portion of the Property, the Common Elements, or any Lot, as to their physical condition, construction, environmental condition, soils conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the creation of the owners association, or in connection with the lease, subdivision, sale, operation, maintenance, cost of maintenance, assessments, taxes or regulation of the Property. Each Owner, on behalf of itself and its heirs, successors and assigns, hereby accepts the foregoing disclaimer and releases Declarant, its members, managers and agents, from all claims related thereto. Each Owner also waives and releases Declarant, its members, managers, and agents, from all claims of personal injury, property damage, and incidental or consequential damages arising out of or in connection with the Property, the Common Elements, or a Lot. The statute of limitations for any claims against Declarant arising out of**

construction on or within Common Elements shall commence upon the termination of the Period of Declarant Control.

IN WITNESS WHEREOF, the Declarant and the Association have executed this Declaration to be effective this __ day of _____, 2021.

Declarant:

Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Incorporated
A Colorado nonprofit corporation

By:_____
Sister Clare Carr, OSB, Prioress, Benet Hill Monastery of Colorado Springs, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Sister Clare Carr, OSB, Prioress, Benet Hill Monastery of Colorado Springs, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

_____
Notary Public

Association:

Sanctuary of Peace Property Owner's Association
a Colorado nonprofit corporation

By: _____
_____, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, President of Sanctuary of Peace Property Owner's Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

_____
Notary Public

Exhibit A
Legal Description of the Property

Exhibit B
Water Decree and Augmentation Plan

Exhibit C
Public Water Supply

Exhibit D
Plat Map

Exhibit E
Right of First Opportunity

Exhibit F
Maintenance and Insurance Chart

Exhibit G
Land Use and Description Chart

Exhibit H
Easements and Other Recorded Documents

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL A:
THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 13, IN BLOCK 4, IN BLACK FOREST PARK, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGES 42 AND 43 AND RUN THENCE EAST ALONG AN EXTENSION OF THE NORTH LINE OF SAID LOT 13, TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF INTERSECTION WITH AND EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, IN SAID BLOCK 4; THENCE WEST ALONG SAID EXTENSION OF THE SOUTH LINE OF LOT 12, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF WHICH HAS BEEN RESERVED FOR ROAD PURPOSES.

PARCEL B:
THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1964 IN BOOK 2035 AT PAGE 537, UNDER RECEPTION NO. 368570, AND EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83 CONVEYED TO C.T. MCLAUGHLIN BY DEED RECORDED DECEMBER 18, 1974 IN BOOK 2723 AT PAGE 644.

COUNTY OF EL PASO, STATE OF COLORADO.

218100150 8/28/2018 9:48 AM
PGS 16 $88.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

Exhibit B to Sanctuary of Peace Declaration

DISTRICT COURT, WATER DIVISION 2, CO Court Address: 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003 Phone Number: (719) 404-8832	DATE FILED: August 28, 2018 8:42 AM CASE NUMBER: 2018CW3019
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **SISTERS OF THE BENET HILL MONASTERY** **IN EL PASO COUNTY**	▲ COURT USE ONLY ▲ Case No.: 18CW3019 (c/r 18CW3040, Div. 1)
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE	

THIS MATTER comes before the Court on the Application filed by the Sisters of the Benet Hill Monastery, and having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Court makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicants in this case are the Sisters of the Benet Hill Monastery, whose address is 3190 Benet Lane, Colorado Springs, CO 80921 ("Applicant"). Applicant is the owner of the land totaling approximately 50.36 acres on which the structure sought to be adjudicated herein is located, and is the owner of the place of use where the water will be put to beneficial use.

2. The Applicant filed this Application with the Water Courts for both Water Divisions 1 and 2 on February 28, 2018. The Application was referred to the Water Referees in both Divisions 1 and 2 on or about March 2, 2018.

3. The time for filing statements of opposition to the Application expired on the last day of April 2018. No Statements of Opposition were timely filed, and the time for filing such statements of opposition has now passed.

4. A Motion for Consolidation of the cases into Water Division 2 was filed with the Colorado Supreme Court on May 1, 2018. The Panel on Consolidated Multidistrict Litigation certified the Motion for Consolidation to the Chief Justice on May 2, 2018. Chief Justice, Nancy E. Rice, granted the Motion for Consolidation by Order dated May 30, 2018.

5. On March 2, 2018, the Water Court, Division 1 on Motion from Applicant, ordered that consolidated publication be made by only Division 2. On March 2, 2018, the Water Court, Division 2 ordered that publication occur in the *Daily Transcript* within El Paso County.

6. The Clerk of this Court has caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On March 23, 2018, proof of publication in the *Daily Transcript* was filed with both Water Court Divisions 1 and 2. All notices of the Application have been given in the manner required by law.

7. Pursuant to C.R.S. §37-92-302(2), the Office of the State Engineer has filed Determination of Facts for each aquifer with this Court on May 10, 2018.

8. Pursuant to C.R.S. §37-92-302(4), the office of the Division Engineer for Water Division 2 has filed its Consultation Report dated June 22, 2018, with the Court, and a Response to the Consultation Report was filed by the Applicant on July 30, 2018. Both the Consultation Report and Response have been considered by the Water Referee in the entry of this Ruling.

9. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

GROUNDWATER RIGHTS

10. The Applicant requests the adjudication of an underground water right for Benet Well No. 1 to be constructed to the Dawson aquifer and additional or replacement wells associated therewith for withdrawal of Applicant's full entitlements of supply under the plan for augmentation sought herein. Applicant also seeks quantification and adjudication of water from the Denver, Arapahoe, and Laramie-Fox Hills aquifers. The following findings are made with respect to such underground water rights:

11. The land overlying the groundwater subject to the adjudication in this case is owned by the Applicant and consists of approximately 50.36 acres, more or less. As more particularly described on attached **Exhibit A**, and depicted in the attached **Exhibit B** map, Applicant's Property is located in:

> The W½ W½ SW¼ SW¼, and the S½ N½ SW¼ and the S½ S½ NW¼ SE¼ of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado.

Applicant is decreed the right to one central/communal well, Benet Well No. 1, to be located on the Applicant's Property at a specific location not yet determined, to be

constructed to the Dawson aquifer for use as a central water supply to communal development of a portion of Applicant's Property. All groundwater adjudicated herein shall be withdrawn from the overlying land.

12. There are no lienholders on the Applicant's Property, and therefore the notice requirements of C.R.S. §37-92-302 are inapplicable.

13. Benet Well No. 1: Benet Well No. 1 is to be located on the Applicant's Property. Applicant is awarded the vested right to use Benet Well No. 1, along with any necessary additional or replacement wells associated with such structure, for the extraction and use of groundwater from the not-nontributary Dawson aquifer pursuant to the Plan for Augmentation decreed herein, or as may in the future be supplemented or amended. Upon entry of this decree and submittal by the Applicant of a complete well permit application and filing fee, the State Engineer shall issue a permit for Benet Well No. 1 pursuant to C.R.S. §37-90-137(4), consistent with and references the Plan for Augmentation decreed herein.

14. Of the statutorily described Denver Basin aquifers, the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers all exist beneath the Applicant's Property. The Dawson and Denver aquifers underlying the Applicant's Property contain not-nontributary water, while the water of the Arapahoe and Laramie-Fox Hills aquifers underlying the Applicant's Property are nontributary. The quantity of water in the Denver Basin aquifers exclusive of artificial recharge underlying the Applicant's Property is as follows:

Groundwater Quantification								
AQUIFER	**ELEVATION**		**NET SAND (ft)**	**DEPTH (ft)**		**TOTAL (AF)**	**Annual Average Withdrawal (Acre Feet)**	
	Bottom	**Top**		**Bottom**	**Top**		**100 Years**	**300 Years**
Dawson (NNT)	6595	7329	365	905	171	3680	36.8	12.26
Denver (NNT)	5777	6604	545	1723	896	4670	46.7	-
Arapahoe (NT)	5237	5720	225	2263	2263	1930	19.3	-
Laramie Fox Hills (NT)	4484	4799	190	3016	2701	1440	14.4	-

15. Pursuant to C.R.S. §37-90-137(9)(c.5)(I), the augmentation requirements for wells in the not-nontributary Dawson requires the replacement to the affected stream systems of actual stream depletions on an annual basis, to the extent necessary to prevent injurious effect, based upon actual aquifer conditions. The Applicant's Property is more than one mile from any point of contact between any natural surface stream, including its alluvium, and the aquifer, and therefore pursuant to C.R.S. §37-90-

137(9)(c.5), Applicant must replace 4% of pumping for withdrawals from the Denver aquifer. Applicant shall not be entitled to construct a well or use water from the not-nontributary Dawson or Denver aquifers except pursuant to an approved augmentation plan in accordance with C.R.S. §37-90-137(9)(c.5), including as decreed herein as concerns the Dawson aquifer and Benet Well No. 1.

16. Applicant shall be entitled to withdraw all legally available groundwater in the Denver Basin aquifers underlying Applicant's Property. Said amounts can be withdrawn over the 300-year life of the aquifers as set forth in El Paso County, Colorado Land Development Code §8.4.7(C)(1) which requirements also satisfy the 100-year life for the aquifers as set forth in C.R.S. §37-90-137(4), or withdrawn over a longer period of time based upon local governmental regulations or Applicant's water needs. The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers, based upon both a 100-year and 300-year aquifer life, as applicable, is determined and set forth above, based upon the May 10, 2018 Office of the State Engineer Determination of Facts.

17. Applicant shall be entitled to withdraw an amount of groundwater in excess of the average annual amount decreed herein from the Denver Basin aquifers underlying Applicant's Property, so long as the sum of the total withdrawals from wells in the aquifer does not exceed the product of the number of years since the date of issuance of the original well permit or the date of entry of the decree herein, whichever comes first, and the annual volume of water which Applicant is entitled to withdraw from the aquifer underlying Applicant's Property.

18. Applicant shall have the right to use the ground water for all beneficial uses upon the Applicant's Property consisting of domestic, commercial, irrigation, stock water, recreation, wildlife, wetlands, fire protection, piscatorial, and for storage and augmentation associated with such uses. The amount of groundwater decreed for such uses upon the Applicant's Property is reasonable as such uses are to be made for the long term use and enjoyment of the Applicant's Property and are to establish and provide for adequate water reserves. The nontributary groundwater, excepting such water reserved for post pumping depletions in the Plan for Augmentation decreed herein, may be used, reused, and successively used to extinction, both on and off the Applicant's Property subject, however, to the relinquishment of the right to consume two percent of such nontributary water withdrawn. Applicant may use such water by immediate application or by storage and subsequent application to the beneficial uses and purposes stated herein. Provided however, as set forth above, Applicant shall only be entitled to construct a well or use water from the not-nontributary Dawson and Denver aquifers pursuant to a decreed augmentation plan entered by the Court, including that plan for augmentation decreed herein as concerns the Dawson aquifer and Benet Well No. 1.

19. Withdrawals of groundwater available from the Denver Basin aquifers

beneath the Applicant's Property in the amounts determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

PLAN FOR AUGMENTATION

20. The structure to be augmented is Benet Well No. 1 in the not-nontributary Dawson aquifer underlying the Applicant's Property, along with any additional or replacement wells associated therewith.

21. Pursuant to C.R.S. §37-90-137(9)(c.5), the augmentation obligation for Benet Well No. 1 and any additional or replacement wells constructed to the Dawson aquifer requires the replacement of actual stream depletions to the extent necessary to prevent any injurious effect. The water rights to be used for augmentation during pumping are the septic return flows of the not-nontributary Benet Well No. 1, to be pumped as set forth in this plan for augmentation. The water rights to be used for augmentation after pumping are a reserved portion of Applicant's nontributary water rights in the Arapahoe and Laramie-Fox Hills aquifers. Applicant shall provide for the augmentation of stream depletions caused by pumping the Benet Well No. 1 as approved herein. Water use criteria as follows:

A. Use: The Benet Well No. 1 may pump up to 8.37 acre feet of water from the Dawson aquifer annually for the following uses:

i. Household Use Only: 0.20 acre feet annually within up to 26 residential dwellings and 0.10 average acre feet annually within the community building, with a maximum of ten percent consumptive use based on a nonevaporative septic leach field disposal system(s). The annual consumptive use for all indoor use would therefore be 5.3 acre feet, with total return flows of 4.77 acre feet. Any other type of waste water disposal shall require an amendment to this plan of augmentation.

ii. Landscape Irrigation: 0.05 acre feet annually per 1,000 square feet (2.18 acre feet per acre) per year, with an 85% assumed consumptive use rate. The annual consumptive use for all lawn and landscape irrigated is therefore 1.19 acre feet, assuming a maximum of 1,000 square feet per communal residence, or a total of 26,000 square feet of landscape irrigation.

iii. Community Building (inside use): Varying inside uses of water within the Community Building are anticipated to require pumping of approximately 0.13 acre feet on average, which being 10% consumptive will result in consumptive use of 0.013 acre feet annually, and return flows of 0.117 acre feet annually.

iv. Common Garden: At an application rate of 2.18 acre feet annually per irrigated acre and an 85% assumed consumptive use rate, based 0.75 acre of garden

to be irrigated, consumptive use will be approximately 1.38 acre feet.

v. Fire Cisterns: Applicant has agreed to maintain a total amount of 60,000 gallons (0.18 acre feet) of water in storage for emergency firefighting uses. Such quantities are conservatively estimated to be replaced/used annually, though these nonpotable supplies may be maintained for extended periods of time when no firefighting uses are necessary.

The foregoing figures assume the use of the equivalent of 26 septic systems, with resulting return flows from each, or one-or more multi-dwelling commercial-type septic systems with similar resulting return flows. Should Applicant construct fewer than 26 residential dwellings on Applicant's property, both depletions and return flows for the replacement of the same will be correspondingly reduced, though pumping for uses other than household use may be increased provided at all times septic return flows shall replace the maximum depletions resulting from pumping (23%) as described in Paragraph 21.B., below.

B. Depletions: Applicant's consultant has determined that maximum stream depletions over the 300-year pumping period will amount to approximately twenty-three percent (23%) of pumping. Maximum annual depletions for total residential pumping from all wells is therefore 1.93 acre feet in year 300. Should Applicant's pumping be less than the 8.37 acre feet per lot described herein, or should fewer residences or amenities be developed, resulting depletions and required replacements will be correspondingly reduced.

C. Augmentation of Depletions During Pumping Life of Well: Pursuant to C.R.S. §37-90-137(9)(c.5), Applicant is required to replace actual stream depletions attributable to pumping of the Benet Well No. 1. Applicant's consultant has determined that depletions during pumping will be effectively replaced by return flows from non-evaporative septic system(s). The annual consumptive use for non-evaporative septic systems is 10% per year. At a use rate of 0.20 acre feet per residence per year and a community building indoor use of 0.10 average acre feet per year, a total of approximately 5.30 acre feet will be pumped for indoor uses, with 4.77 acre feet replaced to the stream system per year, utilizing non-evaporative septic systems. Thus, during pumping, the estimated maximum stream depletions of 1.93 annual acre feet will be more than adequately augmented.

D. Augmentation of Post Pumping Depletions: This plan for augmentation shall have a pumping period of a minimum of 300 years. For the replacement of any injurious post-pumping depletions which may be associated with the use of the Benet Well No. 1, Applicant will reserve 1,414 acre feet of water from the nontributary Laramie Fox Hills aquifer and 1,097 acre feet of water from the nontributary Arapahoe aquifer, representing maximum pumping of 2,511 acre feet less stream depletions replaced during the plan pumping period, or such greater amounts from the

nontributary Laramie-Fox Hills aquifer and/or Arapahoe aquifer as necessary to replace any injurious post pumping depletions. Applicant also reserves the right to substitute other legally available augmentation sources for such post pumping depletions upon further approval of the Court under its retained jurisdiction. Even though this reservation is made, under the Court's retained jurisdiction, Applicant reserves the right in the future to prove that post pumping depletions will be noninjurious. The reserved nontributary groundwater will be used to replace any injurious post-pumping depletions. Upon entry of a decree in this case, the Applicant will be entitled to apply for and receive a new well permit for the Benet Well No. 1 for the uses in accordance with this Application and otherwise in compliance with C.R.S. §37-90-137.

22. Because depletions occur to both the South Platte and Arkansas River systems under the State's groundwater flow model, the Application in this case was filed in both Water Divisions 1 and 2. The return flows set forth above as augmentation will accrue to only Arkansas River system where most of the depletions will occur and where the Applicant's Property is located. Under this augmentation plan, the total amount of depletions will be replaced to the Arkansas River system as set forth herein, and the Court finds that those replacements are sufficient under this augmentation plan subject to Paragraphs 41-45 herein.

23. This decree, upon recording, shall constitute a covenant running with Applicant's Property, benefitting and burdening said land, and requiring construction of well(s) to the nontributary Arapahoe and Laramie-Fox Hills aquifers and pumping of water therefrom to replace any injurious post-pumping depletions under this decree. Subject to the requirements of this decree, in order to determine the amount and timing of post-pumping replacement obligations, if any, under this augmentation plan, Applicant or its successors shall use information commonly used by the Colorado Division of Water Resources for augmentation plans of this type at the time. Pursuant to this covenant, the water from the reserved portions of the nontributary Arapahoe and Laramie-Fox Hills aquifers, as reserved herein, may not be severed in ownership from the overlying subject property. This covenant shall be for the benefit of, and enforceable by, third parties owning vested water rights who would be materially injured by the failure to provide for the replacement of post-pumping depletions under the decree, and shall be specifically enforceable by such third parties against the owner of the Applicant's Property.

24. Applicant or its successors shall be required to initiate pumping from the Arapahoe and/or Laramie-Fox Hills aquifers for the replacement of post-pumping depletions when either: (i) the absolute total amount of water available from the Dawson aquifer allowed to be withdrawn under the plan for augmentation decreed herein has been pumped; (ii) the Applicant or its successors in interest have acknowledged in writing that all withdrawals for beneficial use through the Benet Well No. 1 have permanently ceased, (iii) a period of 10 consecutive years where either no withdrawals of groundwater has occurred, or (iv) accounting shows that return flows from the use of the water being withdrawn is insufficient to replace depletions caused by the withdrawals that already

occurred.

25. Accounting and responsibility for post-pumping depletions in the amount set forth herein shall continue for the shortest of the following periods: (i) the period provided by statute; (ii) the period specified by any subsequent change in statute; (iii) the period required by the Court under its retained jurisdiction; (iv) the period determined by the State Engineer; or (v) the period as established by Colorado Supreme Court final decisions. Should Applicant's obligation hereunder to account for and replace such post-pumping stream depletions be abrogated for any reason, then the Laramie-Fox Hills aquifer groundwater reserved for such a purpose shall be free from the reservation herein and such groundwater may be used or conveyed by its owner without restriction for any post-pumping depletions.

26. The term of this augmentation plan is for a minimum of 300 years, however, the length of the plan for a particular well or wells may be extended beyond such time provided the total plan pumping allocated to such well or wells is not exceeded. Should the actual operation of this augmentation plan depart from the planned diversions described in Paragraph 21 such that annual diversions are increased or the duration of the plan is extended, the Applicant must prepare and submit a revised model of stream depletions caused by the actual pumping schedule. This analysis must utilize depletion modeling acceptable to the State Engineer, and to this Court, and must represent the water use under the plan for the entire term of the plan to date. The analysis must show that return flows have equaled or exceeded actual stream depletions throughout the pumping period and that reserved nontributary water remains sufficient to replace post-pumping depletions.

27. Consideration has been given to the depletions from Applicant's use and proposed uses of water, in quantity, time and location, together with the amount and timing of augmentation water which will be provided by the Applicant, and the existence, if any, injury to any owner of or person entitled to use water under a vested water right.

28. It is determined that the timing, quantity and location of replacement water under the protective terms in this decree are sufficient to protect the vested rights of other water users and eliminate material injury thereto. The replacement water shall be of a quantity and quality so as to meet the requirements for which the water of senior appropriators has normally been used, and provided of such quality, such replacement water shall be accepted by the senior appropriators for substitution for water derived by the exercise of the Benet Well No. 1. As a result of the operation of this plan for augmentation, the depletions from the Benet Well No. 1 and any additional or replacement wells associated therewith will not result in material injury to the vested water rights of others.

CONCLUSIONS OF LAW

29. The application for adjudication of Denver Basin groundwater and approval of plan for augmentation was filed with the Water Clerks for Water Divisions 1 and 2, pursuant to C.R.S. §§37-92-302(1)(a) and 37-90-137(9)(c). These cases were properly consolidated before Water Division 2.

30. The Applicant's request for adjudication of these water rights is contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. C.R.S. §§37-92-302(1)(a), 37-92-203, and 37-92-305.

31. Subject to the terms of this decree, the Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the Applicant's Property, and the right to use that water to the exclusion of all others subject to the terms of this decree.

32. The Applicant has complied with C.R.S. §37-90-137(4), and the groundwater is legally available for withdrawal by the requested nontributary well(s), and legally available for withdrawal by the requested not-nontributary well(s) upon the entry of this decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c.5). Applicant is entitled to a decree from this Court confirming its rights to withdraw groundwater pursuant to C.R.S. §37-90-137(4).

33. The Denver Basin water rights applied for in this case are not conditional water rights, but are vested water rights determined pursuant to C.R.S. §37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

34. The determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §§37-90-137, and 37-92-302 through 37-92-305.

35. The Applicant's request for approval of a plan for augmentation is contemplated and authorized by law. If administered in accordance with this decree, this plan for augmentation will permit the uninterrupted diversions from the Benet Well No. 1 without adversely affecting any other vested water rights in the Arkansas River and South Platte River or their tributaries and when curtailment would otherwise be required to meet a valid senior call for water. C.R.S. §§37-92-305(3),(5), and (8).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

36. All of the foregoing Findings of Fact and Conclusions of Law are incorporated herein by reference, and are considered to be a part of this decretal portion as though set forth in full.

37. The Application for Adjudication of Denver Basin Groundwater and for Approval of Plan for Augmentation proposed by the Applicant is approved, subject to the terms of this decree.

38. The Applicant has furnished acceptable proof as to all claims and, therefore, the Application for Adjudication of Groundwater and Plan for Augmentation, as requested by the Applicant, is granted and approved in accordance with the terms and conditions of this decree. Approval of this Application will not result in any material injury to senior vested water rights.

39. The Applicant shall comply with C.R.S. §37-90-137(9)(b), requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn. Ninety-eight percent (98%) of the nontributary groundwater withdrawn may therefore be consumed. No plan for augmentation shall be required to provide for such relinquishment.

40. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not curtail the diversion and use of water covered by the Benet Well No. 1 so long as the return flows from the annual diversions associated with the Benet Well No. 1 accrue to the stream system pursuant to the conditions contained herein. To the extent that Applicant or one of its successors or assigns is ever unable to provide the replacement water required, then the Benet Well No. 1 shall not be entitled to operate under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulation of the State of Colorado. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions which are not so replaced as to prevent injury to vested water rights. In order for this plan for augmentation to operate, return flows from the septic system(s) discussed herein shall at all times during pumping be in an amount sufficient to replace the amount of stream depletions.

41. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristic, and that the Applicant need not refile, republish, or otherwise amend this application to request such adjustments. The Court further retains jurisdiction should the Applicant later seek to amend this decree by seeking to prove that post-pumping depletions are noninjurious, that the extent of replacement for post-pumping depletions is less than the amount of water reserved herein, and other post-pumping matters addressed in Paragraph 21.D.

A. At such time as adequate data may be available, Applicant or the State Engineer may invoke the Court's retained jurisdiction as provided in this Paragraph 41 for purposes of making a final determination of water rights as to the quantities of water available and allowed average annual withdrawals from any of the Denver Basin aquifers quantified and adjudicated herein. Any person seeking to invoke the Court's retained jurisdiction for such purpose shall file a verified petition with the Court setting forth with particularity the factual basis for such final determination of Denver Basin water rights under this decree, together with the proposed decretal language to effect the petition. Within four months of the filing of such verified petition, the State Engineer's Office shall utilize such information as available to make a final determination of water rights finding, and shall provide such information to the Court, Applicant, and the petitioning party.

B. If no protest is filed with the Court to such findings by the State Engineer's Office within sixty (60) days, this Court shall incorporate by entry of an Amended Decree such "final determination of water rights", and the provisions of this Paragraph 41 concerning adjustments to the Denver Basin ground water rights based upon local aquifer conditions shall no longer be applicable. In the event of a protest being timely filed, or should the State Engineer's Office make no timely determination as provided in Paragraph 41.A., above, the "final determination of water rights" sought in the petition may be made by the Water Court after notice to all parties and following a full and fair hearing, including entry of an Amended Decree, if applicable in the Court's reasonable discretion.

42. Pursuant to C.R.S. §37-92-304(6), the Court shall retain continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others, as pertains to the use of Denver Basin groundwater supplies adjudicated herein for augmentation purposes. The court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan.

43. As pertains to the Denver Basin groundwater supplies, the court shall retain continuing jurisdiction for so long as Applicant is required to replace depletions to the Arkansas stream system, to determine whether the replacement of depletions to Arkansas stream system instead of the South Platte stream system is causing material injury to water rights tributary to the South Platte stream system.

44. Any person may invoke the Court's retained jurisdiction at any time that Applicant is causing depletions, including ongoing post-pumping depletions, to the South Platte River system and is replacing such depletions to only the Arkansas River system. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for the alleged material injury and to request that the Court reconsider material injury to petitioners' vested water rights

associated with the above replacement of depletions under this decree, together with the proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof going forward to establish a prima facie case based on the facts alleged in the petition and that Applicant's failure to replace depletions to the South Platte River system is causing material injury to water rights owned by that party invoking the Court's retained jurisdiction, except that the State and Division Engineer may invoke the Court's retained jurisdiction by establishing a prima facie case that material injury is occurring to any vested or conditionally decreed water rights in the South Platte River system due to the location of Applicant's replacement water. If the Court finds that those facts are established, the Applicant shall thereupon have the burden of proof to show (i) that petitioner is not materially injured, or (ii) that any modification sought by the petitioner is not required to avoid material injury to the petitioner, or (iii) that any term or condition proposed by Applicant in response to the petition does avoid material injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert material injury to the vested water rights of others.

45. Except as otherwise specifically provided in Paragraphs 41-44, above, pursuant to the provisions of C.R.S. §37-92-304(6), this plan for augmentation decreed herein shall be subject to the reconsideration of this Court on the question of material injury to vested water rights of others, for a period of three years, except as otherwise provided herein. Any person, within such period, may petition the Court to invoke its retained jurisdiction. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth with particularity the factual basis for requesting that the Court reconsider material injury to petitioner's vested water rights associated with the operation of this decree, together with proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish a prima facie case based on the facts alleged in the petition. If the Court finds those facts are established, Applicant shall thereupon have the burden of proof to show: (i) that the petitioner is not materially injured, or (ii) that any modification sought by the petitioner is not required to avoid material injury to the petitioner, or (iii) that any term or condition proposed by Applicant in response to the petition does avoid material injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert material injury to the vested water rights of others. If no such petition is filed within such period and the retained jurisdiction period is not extended by the Court in accordance with the revisions of the statute, this matter shall become final under its own terms.

46. Pursuant to C.R.S. §37-92-502(5)(a), the Applicant shall install and maintain such water measurement devices and recording devices as are deemed essential by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicant is to install and maintain totalizing flow meters on all wells decreed herein or any additional or replacement wells associated therewith. Applicant is also to maintain records and provide

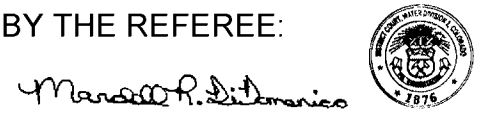
reports to the State Engineer or Division Engineers as instructed by said entities, on at least an annual basis.

47. The vested water rights, water right structures, and plan for augmentation decreed herein shall be subject to all applicable administrative rules and regulations, as currently in place or as may in the future be promulgated, of the offices of Colorado State and Division Engineers for administration of such water rights, to the extent such rules and regulations are uniformly applicable to other similarly situated water rights and water users.

48. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

DATED THIS 6th day of August, 2018.

BY THE REFEREE:



Mardell R. DiDomenico, Water Referee
Water Division 2

DECREE

THE COURT FINDS THAT NO PROTEST WAS MADE IN THIS MATTER, THEREFOR THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: August 28, 2018.

BY THE COURT:

LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

Exhibit A – Legal Description

PARCEL A.
THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 13, IN BLOCK 4, IN BLACK FOREST PARK, AS SHOWN BY PLAT RECORDED IN PLAT BOOK B, PAGES 42 AND 43 AND RUN THENCE EAST ALONG AN EXTENSION OF THE NORTH LINE OF SAID LOT 13, TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF INTERSECTION WITH AND EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 12, IN SAID BLOCK 4; THENCE WEST ALONG SAID EXTENSION OF THE SOUTH LINE OF LOT 12, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF WHICH HAS BEEN RESERVED FOR ROAD PURPOSES.
PARCEL B:
THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1964 IN BOOK 2035 AT PAGE 537, UNDER RECEPTION NO. 368570, AND EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 83 CONVEYED TO C.T. MCLAUGHLIN BY DEED RECORDED DECEMBER 18, 1974 IN BOOK 2723 AT PAGE 644. COUNTY OF EL PASO, STATE OF COLORADO.

Exhibit B

El Paso County Assessor's Office

15760 HIGHWAY 83

SCHEDULE: 6127000063

OWNER: BENET HILL MONASTERY
OF COLORADO SPRINGS INC

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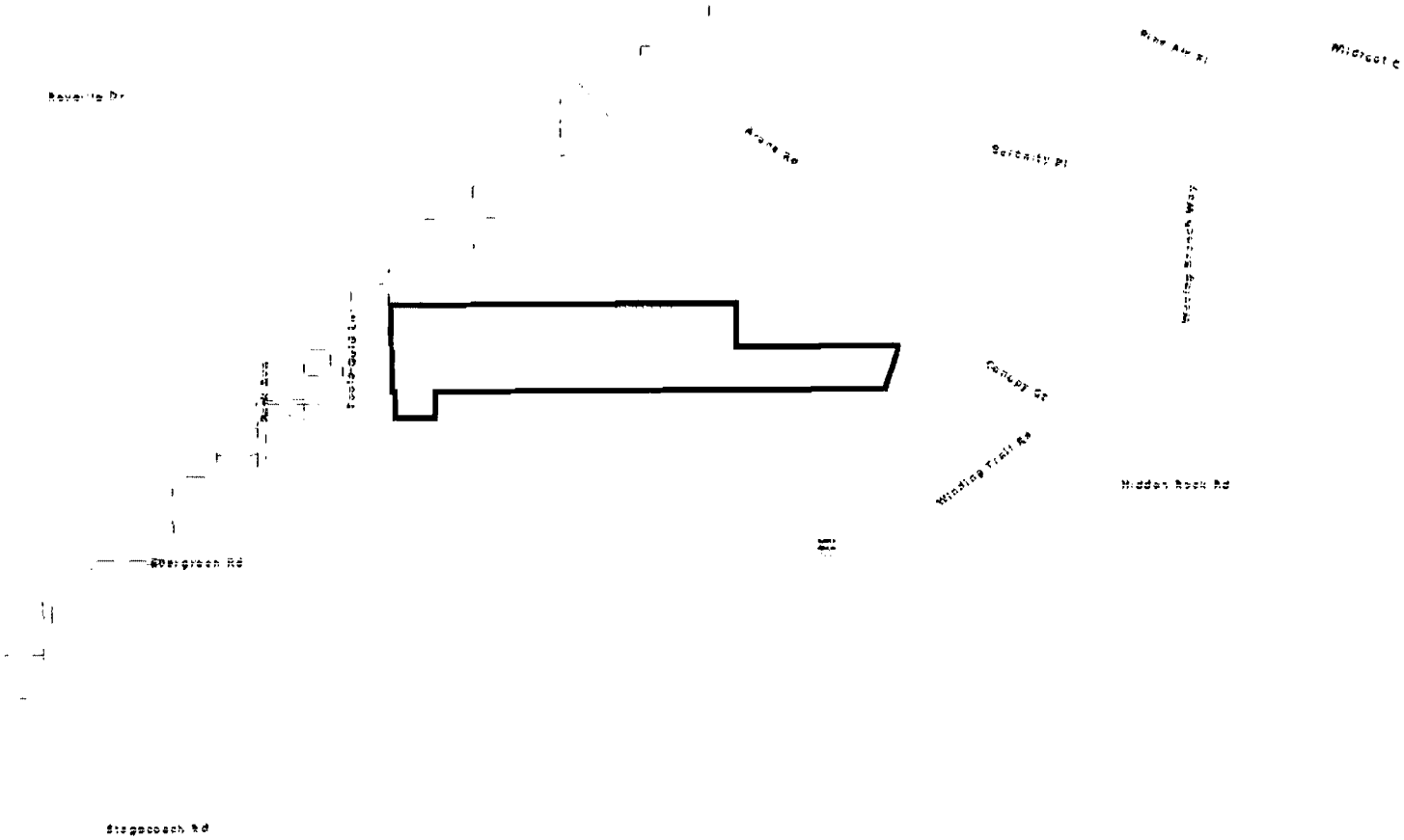

EXHIBIT C

PUBLIC WATER SUPPLY REGULATIONS

1. Definitions. The following terms utilized herein shall have the following definitions for purposes of this Declaration concerning the Public Water System:

a. "Active date" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

b. "Air gap" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard ASME A112.1.2.

c. "Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.

d. "Backflow contamination event" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

e. "Backflow prevention assembly" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

f. "Backflow prevention method" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

g. "Certified cross-connection control technician" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

h. "Containment" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to

the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

i. "Containment by isolation" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

j. "Controlled" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

k. "Cross connection" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

l. "Multi-family" means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

m. "Single-family" means: a single dwelling which is occupied by a single family and is supplied by a separate service line; or a single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

n. "Uncontrolled" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

o. "Water supply system" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

2. Requirements.

a. Owner service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the Owner's water service connection within 120 days of its discovery. The assembly shall be

installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the public water system must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

b. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

c. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the Declarant and Owner's plumbing system.

d. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.

e. Reduced pressure principle backflow preventers shall not be installed in a manner subject to flooding.

f. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.

g. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.

h. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

i. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

j. The public water system shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the Declarant and owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.

k. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the Owner.

l. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

m. For new buildings, all building plans must be submitted to the public water system and approved prior to the issuance of water service. Building plans must show: water service type, size and location; meter size and location; backflow prevention assembly size, type and location; and fire sprinkler system(s) service line, size and type of backflow prevention assembly.

i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.

ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.

iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

n. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the public water system can chose to not require the backflow protection. The public water system will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the public water system suspects water quality issues the public water system will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

3. Inspection, Testing, and Repair. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the Owner. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the Owner.

a. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.

b. Testing gauges shall be tested and calibrated for accuracy at least once annually.

4. Reporting and Recordkeeping. Copies of records of test reports, repairs and retests, or replacements shall be kept by the Owner for a minimum of three (3) years and shall be submitted to the public water system by mail, facsimile or e-mail by the testing company or testing technician. Information on test reports shall include, but may not be limited to:

a. Assembly or method type
b. Assembly or method location
c. Assembly make, model and serial number
d. Assembly size
e. Test date; and
f. Test results, including all results that would justify a pass or fail outcome
g. Certified cross-connection control technician certification agency
h. Technician's certification number
i. Technician's certification expiration date
j. Test kit manufacturer, model and serial number
k. Test kit calibration date

5. Right of Entry. A properly credentialed representative of the public water system shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk and for determining compliance with Article 9 and this **Exhibit C** of this Declaration. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

6. Compliance. Owners shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the public water system shall complete one of the following actions within 120 days of its discovery: control the cross connection; remove the cross connection; or suspend service to the cross connection. The public water system shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public water system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

7. Violations and Penalties. Any violation of the provisions of Article 9 and this **Exhibit C**, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

8. Conflict With Other Codes. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

EXHIBIT D

Plat Map

RIGHT OF FIRST OPPORTUNITY TO PURCHASE
SANCTUARY OF PEACE COMMUNITY

THIS RIGHT OF FIRST OPPORTUNITY TO PURCHASE is made as of 29, June, 2021, by the *Sisters of Benet Hill Monastery,* through Benet Hill Monastery of Colorado Springs, Incorporated, a Colorado nonprofit corporation ("Benet Hill"), for itself and its successors and assigns, to be effective upon recording this instrument in the public records of El Paso County, Colorado. Capitalized terms used in this instrument shall have the same meaning as ascribed to them in the Declaration of Covenants, Conditions, and Restrictions for the Sanctuary of Peace Residential Community, recorded or to be recorded in the records of El Paso County, Colorado (the "Declaration").

BACKGROUND AND PURPOSE

A. Benet Hill is the owner and developer of real property located at 15760 State Highway 83, El Paso County, Colorado, more particularly described in **Exhibit A** attached hereto (referred to herein as the "Community", or the "Property"), known as the Sanctuary of Peace Community.

B. Benet Hill is the owner of a 90% undivided interest in certain property designated as open space that is legally described in the attached **Exhibit B** incorporated by this reference (the "Green Space"). The Sanctuary of Peace Property Owners Association ("Association") is the owner of the remaining 10% undivided interest in the Green Space.

C. Benet Hill is the Owner of Lot 1, Sanctuary of Peace ("Lot 1") which contains the Common House (as defined in the Declaration).

D. Benet Hill intends to construct single family residential homes on 26 lots within the Community (each, a "Home") and sell them to buyers (the "Owners").

E. This Agreement is executed and recorded in furtherance of a common and general plan for the Property, and to protect and enhance the quality, value, desirability and attractiveness of all property within the Community by obligating Benet Hill to first offer to sell Lot 1 and its undivided interest in the Green Space to the Association in advance of offering them for sale to third parties, and for all Owners to first offer their Homes for sale to Benet Hill in advance of offering it for sale to third parties. The obligation to first provide an opportunity to purchase real property to the Association or Benet Hill as provided under this instrument shall be referred to as a "First Right".

FIRST RIGHT TO PURCHASE

NOW, THEREFORE, Benet Hill, for itself, its successors and assigns, declares that the Property is and shall henceforth be owned and conveyed subject to a First Right under the conditions described as follows in furtherance of a general plan for the ownership, improvement, sale, use and occupancy of the Property, and to enhance the value, desirability and attractiveness

of this development. The First Right shall run with the land and shall be binding on all persons having or acquiring any interest in the Property; shall inure to the benefit of and be binding upon the Property and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Benet Hill, its successors in interest, the Association and its successors in interest, and each Owner and such Owner's successors in interest.

A. **First Right of Sanctuary of Peace Property Owner's Association.** The Association shall have the exclusive and irrevocable first right to purchase any portion of Property owned by Benet Hill within the Community, to include Benet Hill's interest in the Green Space and in Lot 1 (an "Interest"), if and at such time as Benet Hill decides to sell an Interest in the Community. The absence of a specific term identifying this First Right in a conveyance instrument shall have no bearing upon the continuing validity of the Association's First Right as described herein.

1. Exercise of First Right: The Association shall have the First Right to purchase an Interest at such time as Benet Hill desires to sell the Interest. Benet Hill must deliver written notice to the Association that Benet Hill desires to sell an Interest (the "Offer Notice"). Benet Hill shall not make or accept an offer to sell an Interest to a third party without first delivering the Offer Notice to the Association. The Offer Notice will state the purchase price Benet Hill will accept for the purchase of the Interest. If the Association desires to accept such offer, the Association shall, within thirty (30) days after the delivery of the Offer Notice, give Benet Hill written notice of such acceptance (the "Acceptance Notice"). Closing on the purchase of the Interest shall occur within sixty (60) days from the date of the Acceptance Notice at a date, time and location mutually agreed upon by the parties, unless the parties agree to a different closing date. If the Association fails to give the Acceptance Notice within the 30-day period, the Association shall be deemed to have consented to Benet Hill's sale of the Interest to any third party, and Benet Hill may proceed to sell the Interest to a third party. However, Benet Hill may only sell at any price equal to or greater than 100 percent of the purchase price stated in the Offer Notice. Notwithstanding the foregoing, if a third party purchases the Interest, the First Right of the Association shall remain as to future sales of the Interest owned by a third party, such that the Association shall continue to have a First Right as to the Green Space and Lot 1 if and when such third party desires to sell such property in the future.

B. **First Right of Benet Hill.** Benet Hill shall have the exclusive and irrevocable First Right to purchase, upon the terms and conditions hereinafter set forth, to purchase any Home within the Community at such time as the Owner decides to sell their Home. The absence of a specific term identifying this First Right in such a conveyance instrument shall have no bearing upon Benet Hill's First Right described herein.

1. Exercise of First Right: Benet Hill shall have the First Right to purchase an Interest at such time as an Owner desires to sell their Home. An Owner desiring to sell their Home must deliver written notice to Benet Hill that the Owner desires to sell their Home (the "Offer Notice"). An Owner shall not make or accept an offer to sell their Home to a third party without first delivering the Offer Notice to Benet Hill. The Offer Notice will state the purchase price the Owner will accept for the purchase of the Home. If Benet Hill desires to accept such offer, Benet Hill shall, within fifteen (15) days after the delivery of the Offer Notice, give the Owner written

notice of such acceptance (the "Acceptance Notice"). Closing on the purchase of Home shall occur within sixty (60) days from the date of the Acceptance Notice at a date, time and location mutually agreed upon by the parties, unless the parties agree to a different closing date. If Benet Hill fails to give the Acceptance Notice within the 15-day period, Benet Hill shall be deemed to have consented to the Owner's sale of the Interest to any third party, and the Owner may proceed to sell the Home to a third party. However, the Owner may only sell at any price equal to or greater than 100 percent of the purchase price stated in the Offer Notice. Notwithstanding the foregoing, if a third party purchases the Home, the First Right of Benet Hill shall remain as to future sales of the Home purchased by a third party, such that Benet Hill shall continue to have a First Right as the Home then owned by a third party if and when such third party desires to sell the Home in the future.

C. **Noncompliance - Default.** In the event of a default under this instrument, the non-defaulting party shall give the party in default written notice of the default, stating the corrective action required to cure the default and that the default must be corrected within ten (10) days from the date of the written notice. If the defaulting party fails to cure the default within the 10-day time period, the non-defaulting party shall have all remedies available to such party at law or in equity, including without limitation, injunctive relief to halt or enjoin or to set aside any attempted or actual sale of real property under this instrument, or for specific performance.

D. **Excluded Transfers.** The First Right shall not apply in cases of leaseholds of the Interest or Homes, or transfers between spouses.

E. **Notices and Other Deliveries.** Any notice or communication to be delivered to Benet Hill, the Association, or an Owner shall be deemed delivered and received when made in writing and transmitted to the applicable party either by personal delivery, nationally recognized overnight courier service, the United States Postal Service, first class certified mail, postage prepaid, return receipt requested, or by electronic transmission (with documented written receipt of transmission) at the address of the party shown in the Colorado Secretary of State's Office (for Benet Hill and the Association) and for an Owner, as shown in the El Paso County Assessor's records.

F. **Miscellaneous**

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

2. Severability. If any clause or provision of this instrument is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this instrument shall not be affected, and that in lieu of any such clause or provision there be added as a part hereof a substitute clause or provision as similar in terms and effect to such illegal, invalid or unenforceable clause or provision as may be possible.

3. Effect of Agreement. This instrument may not be amended or terminated except by an instrument in writing signed by the Association and Benet Hill. This Agreement shall be binding upon and shall inure to the benefit of Benet Hill, the Association and all Owners of

Homes in the Community and their respective personal representatives, heirs, successors and assigns.

4. Costs of Enforcement. In any action to enforce or interpret the terms of this instrument, the prevailing party shall also be entitled to collect all its costs in such action, including reasonable attorney fees, court costs, and all costs of collecting and/or enforcing any judgment rendered in such action.

Signed as of the date set forth above.

BENET HILL:

Sisters of Benet Hill Monastery, through Benet Hill Monastery of Colorado Springs, Incorporated, A Colorado nonprofit corporation

By: Sr Clare Carr OSB
Prioress, Benet Hill Monastery of Colorado Springs, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 29th day of June, 2021, by Sr Clare Carr, OSB, Prioress of Benet Hill Monastery of Colorado Springs, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 3-29-2024

Lucile Hartmann
Notary Public

LUCILE HARTMANN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19954016071
MY COMMISSION EXPIRES MAR 29, 2024

Exhibits:

A – Legal Description of the Property
B – Legal Description of the Green Space

EXHIBIT F

OWNERSHIP MAINTENANCE, AND INSURANCE CHART

Allocation of Maintenance/Repair, and Insurance Responsibilities Between an Owner and the Association

(O) = Owner

(A) = Association

	ITEM	Insure	Maintain/Repair
1.	Walls, floors and ceiling	O	O
2.	Lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and finished flooring, all other portions of the walls, floors or ceilings (other than in #4 below) and any other materials constituting any part of the finished surfaces thereof	O	O
3.	All strucutural, mechanical, plumbing, and electrical systems outside of the Residential Unit	A	A
4.	Heating and air conditioning systems of the Residential Unit	O	O
5.	The exterior surfaces of a Residential Unit (siding, roofing, gutters, downspouts)	A	A
6.	Any chute, flue, duct wire, conduit, bearing wall, bearing column, or other fixtures lying partially within and partially outside the designated boundaries of the Unit but serving only that Unit	A	A
7.	All spaces, interior partitions, fixtures and other interior improvements within a Residential Unit	O	O
8.	All exterior shutters, windows, screens, exterior doors and doorsteps, stoops, porches, patios, garage doors, exterior light bulbs and light fixtures.	A	A
9.	Utilities [underground] constructed and installed under roads, other utility easements, or common elements	A	A
10.	Utilities on the exterior of the Residential Unit	A	A
11.	Utilites within the the Residential Unit serving only that Unit	O	O
12.	Party walls (jointly between both Residential Units)	O	O
13.	Landscaping, irrigation system, parking spaces, private streets, driveways, mailboxes, sidewalks, paths and any light fixtures or other improvement located in the Common Elements and Lots. However, the Board has the sole discretion to determine the financial feasibility to (or not to) insure the landscaping, irrigation, and asphalt or concrete surfaces	A	A

EXHIBIT G

LAND USE AND DESCRIPTION CHART

Allocation of Sanctuary of Peace Land Uses and Ownership among Owners and Sanctuary of Peace Property Owners Association
O=Residential Unit Owner
OB=Benet Hill Monastery
A= Sanctuary of Peace Property Owners Association

Description	Uses	Percentage of Community	Ownership	Maintenance
Lots 2-27	Residential Lots	5.5%	O	Interior- O Exterior- A
Lot 1	Common House	0.74%	OB	Interior- OB Exterior - A
Tract A	Private Roadway/Utilites	1.39%	A	A
Tracts B & D	Green Space Tracts	80.56%	90% - OB 10% - A	90% - OB 10% - A
Tract C	Open Space, Landscape, Utilities, Driveways	1.06%	A	A
Tracts E, F, & G	Open Space, Drainage, Trail	1.72%	A	A
Tracts H, I, J, & K	Open Space, Landscape, Utilities	8.96%	A	A
Tract L	Mail Kiosk	0.07%	A	A

EXHIBIT H

EASEMENTS AND OTHER RECORDED DOCUMENTS

1. Grant of Right-of-Way dated February 7, 1947, and recorded February 11, 1947 at Reception No. 735503.

2. Conveyance of Easements and Rights-of-Way to Northern Natural Gas Company dated February 27, 1970, and recorded March 24, 1970 at Reception No. 720849.

3. Grant of Right-of-Way dated May 18, 1963, and recorded May 21, 1963 at Reception No. 289673.

4. Grant of Right-of-Way to the Deparment of Highways, State of Colorado dated August 20, 1964, and recorded on September 21, 1964 in Book 2035 at Page 537.

5. Construction Easement Agreement dated April 10, 2007 for Benet Hill Monastery recorded on May 22, 2007 at Reception No. 207069174.

6. Conveyance of Water Rights to Benet Hill Monastery of Colorado Springs dated June 7, 2016, and recorded at Reception No. 216064543.

7. Findings of Fact, Conclusions of Law, Ruling of Referee and Decree for Sisters of the Benet Hill Monastery dated August 6, 2018, and recorded on august 28, 2018 at Reception No. 218100150.

8. Resolution No. 20-428 concerning the approval of the Sanctuary of Peace Residential Community map Amendment and PUD development Plan dated December 8, 2020, and recorded on December 8, 2020 at Reception No. 220200121.

9. Sanctuary of Peace Residential Community PUD Development Plan / Preliminary Plan dated December 8, 2020, and recorded on December 23, 2020 at Reception No. 220210778.