

AFTER RECORDING, RETURN TO:

Jerald Richardson
Elite Properties of America, Inc.
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

SUPPLEMENTAL DECLARATION
of
Covenants, Conditions, Restrictions and Easements
for
MONUMENT JUNCTION
(Cadence Collection at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)
and
(Foursquare at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)

PREAMBLE

This Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Monument Junction ((Cadence Collection at Monument Junction / Monument Junction East Filing No. 2) and (Foursquare at Monument Junction / Monument Junction East Filing No. 2)) is made effective as of August 16, 2023 (“**Supplemental Declaration**”), by **Elite Properties of America, Inc.**, a Colorado corporation, as Declarant, in order to supplement the provisions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Monument Junction, recorded in the real property records of the El Paso County Clerk and Recorder’s office on June 10, 2022 at Reception No. 222080416, as thereafter amended, supplemented and clarified (collectively, the “**Master Declaration**”).

ARTICLE 1
DEFINITIONS

Unless otherwise provided in this Supplemental Declaration, the following words and phrases, whenever capitalized in this Supplement Declaration, shall have the meaning specified in this Article 1 and the Preamble above or, if not so defined, in the Master Declaration.

1.1 Access Street/s. The rights of way (whether private or public) that are 60’ or less in width.

1.2 Auto Court/s. Each public utility, private utility and private access easements serving and burdening a Residential Cluster as reflected on the Plat, together with the applicable area established as the driveway access on Exhibit B, attached to and made part of this Supplemental Declaration, for the applicable Dwelling Unit floor plan constructed on a particular Lot.

1.3 Auto Court Easement. All conveyance of Lots hereafter made whether by the Declarant or otherwise shall be construed to grant and reserve the easements within the areas reflected on the applicable Plat and other matters of record in the County Records, together with that portion of the Auto Court provided for on **Exhibit B** based on the Dwelling Unit floor plan construction on an applicable Lot.

1.4 Cadence Collection. The Cadence Collection at Monument Junction / Monument Junction East Filing No. 2.

1.5 Cadence Community Common Area/s. Areas within the Monument Junction East Filing 2 Property designated as open to all Members and Owners of the Cadence Collection at Monument Junction, and their respective Related Users, subject to the terms of the Master Declaration and this Supplemental Declaration.

1.6 Cadence / Foursquare Owner/s. All of the Filing 2 Owners.

1.7 Cadence / Foursquare Properties. All of the Monument Junction East Filing 2 Property and Monument Junction East Filing 2 Property.

1.8 Filing 2 Owner/s. Each Owner of a Lot within the Monument Junction East Filing 2 Property.

1.9 Filing 2 Owner/s. Each Owner of a Lot within the Monument Junction East Filing 2 Property.

1.10 Foursquare. Foursquare at Monument Junction / Monument Junction East Filing No. 2.

1.11 Foursquare Community Common Area/s. Areas within the Monument Junction East Filing 2 Property designated as open to all Members and Owners of Foursquare at Monument Junction, and their respective Related Users, subject to the terms of the Master Declaration and this Supplemental Declaration.

1.12 Master Declaration. As defined in the introductory paragraph of this Supplemental Declaration.

1.13 Monument Junction East Filing 2 Property. As described on **Exhibit A**, attached to and made part of this Supplemental Declaration.

1.14 Residential Cluster. The group of four (4) Lots that are subject to the same Auto Court as reflected on the applicable Plat as further described in this Supplemental Declaration, together with the area established as driveway access as reflected on **Exhibit B** for the applicable Dwelling Unit floor plan constructed on the applicable Lots as further in this Supplemental Declaration.

1.15 Security Interest Holder/s. Each First Mortgagee or any other mortgagee.

1.16 Supplemental Declaration. This Supplemental Declaration, together with all Exhibits, and as amended from time to time.

1.17 Visibility Easement/s. The applicable public improvement and site visibility easements reflected on the Monument Junction East Filing 2 Property Plat and/or the Monument Junction East Filing 2 Property Plat.

ARTICLE 2 **GENERAL**

2.1 Scope and Purpose of Supplemental Declaration. In the Master Declaration, Declarant has reserved the power to record a Supplemental Declaration for all or applicable portions of the Community Area. The Cadence / Foursquare Properties are located within the Community Area and are eligible for recordation of a Supplemental Declaration. Declarant has determined that a Supplemental Declaration is appropriate for the purpose of establishing covenants, conditions, restrictions and easements applicable to the Cadence / Foursquare Properties, in addition to those set forth in the Master Declaration, including without limitation in recognition of site-specific Improvements that may be constructed within the Cadence / Foursquare Properties.

2.2 Property Affected by Supplemental Declaration. Declarant, in such capacity and as owner of the Cadence / Foursquare Properties, hereby subjects the Cadence / Foursquare Properties to this Supplemental Declaration. Other than Cadence / Foursquare Properties, no additional property is subject to this Supplemental Declaration at this time, although Declarant hereby reserves the right to add additional portions of the Community Area, as it may be expanded, to this Supplemental Declaration. Unless and until a particular portion of the Community Area is expressly added to this Supplemental Declaration, such portion of the Community Area shall not be subject thereto.

2.3 Supplemental Covenants, Conditions, Restrictions and Easements. The Monument Junction East Filing 2 Property and the Monument Junction East Filing 2 Property shall be held, sold, used, encumbered, improved, occupied, owned, resided upon, hypothecated, and conveyed subject to the Master Declaration, together with the additional covenants, conditions, restrictions and easements contained in this Supplemental Declaration. This Supplemental Declaration shall run with the land and shall be binding upon all Persons having any right, title or interest in or to Cadence / Foursquare Properties or any part thereof, and their respective heirs, representatives, successors and assigns, and shall inure to the benefit of each Cadence / Foursquare Owner thereof.

2.4 Relation of this Supplement to the Declaration. The provisions contained in this Supplemental Declaration shall amend, add to, and supplement the provisions of the Master Declaration. For the avoidance of doubt, the Cadence / Foursquare Properties shall remain subject to all provisions of the Master Declaration as set forth therein.

2.5 Priority. The rules of interpretation in Section 16.16 of the Master Declaration shall apply equally to this Supplemental Declaration. The terms of this Supplemental Declaration are intended to be consistent, and not in conflict, with the Master Declaration. In the event of any

irreconcilable inconsistency or conflict between this Supplemental Declaration and the Master Declaration, the more specific provision (whether in the Master Declaration or this Supplemental Declaration) shall govern and control.

ARTICLE 3

SUPPLEMENTAL PROVISIONS

3.1 Tracts. Tracts A, B, C, D, E, F, G, I, J, K, and L, each within the Cadence / Foursquare Properties, shall be used for trails, open space, landscaping, signage, drainage, and utilities, will be owned and maintained by the Metropolitan District, and shall constitute Metropolitan District Properties. Tract H within the Cadence / Foursquare Properties will be owned and maintained by the owner of record.

3.2 Exterior Appearance.

(a) Colors and Materials. All exterior colors and materials, including roofing materials, used on Dwelling Units and other Improvements within the Cadence / Foursquare Properties at the time of initial construction thereof and all subsequent modifications, additions, alterations or changes to exterior colors and materials must be implemented by the Architectural Committee or receive AC Approval, and in all respects must comply with the Community Standards.

(b) Antennas. Antennas (and associated poles, wires and other equipment) that have received AC Approval under the terms of the Master Declaration must be professionally installed in accordance with the manufacturer's specifications in an area with the least visual impact to surrounding properties, must not be installed in the Cadence Community Common Areas or the Foursquare Community Common Areas, and must blend in with the surroundings, with painting that matches the surroundings and associated poles, wires and other equipment concealed to the extent possible.

(c) Convenience and Decorative Items. The following convenience or decorative items, if in good taste, safe, and not offensive or a nuisance, may be attached to the outside of a Dwelling Unit: garage door keypads, garage door doorbell, peephole in exterior doors, changing door hardware to levers in place of knobs, bird feeders, small plant hangers, seasonal decorations, and small outdoor thermometers.

(d) Storm and Screen Doors. Storm and screen doors may be attached to exterior doors with AC Approval. If a storm or screen door is to be attached to a Dwelling Unit with two (2) patio doors, such as a sliding door, both doors are not required to have a storm or screen door installed. Storm and screen doors must match either the exterior or trim color of the Dwelling Unit.

(e) Awnings, Patio Covers, and Shutters; Security Bars. Awnings, patio covers and shutters are permissible with AC Approval. Approved awnings, patio covers and shutters must be installed correctly, and the colors and style must be complementary to the exterior or trim color of the Dwelling Unit. Security bars over windows or other openings are not permitted within the Cadence / Foursquare Properties.

(f) **Window Treatments.** Window treatments facing a street, a Cadence Community Common Area, or a Foursquare Community Common Area must appear permanent and be maintained in like-new condition. The following window treatments are prohibited: makeshift materials such as cloth, paper, blankets, canvas, and newspaper; window tinting; and bright, unfinished, colored, reflective, or mirrored surfaces on or behind glass.

(g) **Holiday Lighting and Seasonal Decorations.** The use of exterior-rated, tasteful electric or battery powered seasonal lighting is permitted from October 24th through January 15th. Seasonal wreaths may be displayed on the exterior of the Dwelling Unit, including an exterior door, but must be changed as the seasons change and must be removed no later than thirty (30) days after the holiday has passed. No other exterior seasonal decorations are permitted, including without limitation yard and patio decorations.

(h) **Wind Chimes.** Wind chimes are highly discouraged. Owners should be sensitive to neighbors when installing wind chimes. The Metropolitan District reserves the right to require Owners to remove wind chimes that are deemed by the Metropolitan District to be a nuisance.

(i) **Sump Pits and Pumps.** Based on the style of home selected, a home builder may install an exterior sump pit. If the Owner desires a sump pump, it is the Owner's responsibility to install the sump pump. Owners acknowledge and agree that neither the builder nor the Metropolitan District is responsible for the installation of any sump pump, or for any damages that may result from the Owner's failure to install a sump pump or for any damages caused by the Owner's installation of a sump pump.

(j) **Exterior Attachments and Installations.** Each Owner will be solely responsible for any damage to any Person or property caused by, or resulting from, any attachments or installations to the exterior of such Owner's Dwelling Unit, regardless of whether there is AC Approval for such attachment or installation.

3.3 Party Walls. With respect to the Cadence Collection:

(a) **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Dwelling Units and placed on or immediately adjacent to the dividing line between the Lots in the Filing 2 Property shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 3.3, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Filing 2 Owners who make use of the party wall in proportion to such use.

(c) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and if the Metropolitan District does not restore such wall with a Special Charge, any Filing 2 Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger

contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) **Weatherproofing.** Notwithstanding any other provisions of this Section 3.3, a Filing 2 Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) **Right to Contribution Runs with Land.** The right of any Filing 2 Owner to contribution from any other Owner under this Section 3.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) **Resolution of Disputes.** All disputes concerning the party wall, or under the provisions of this Section 3.3, shall be resolved by submitting the matter to the Board. The Board's decision regarding any matter submitted pursuant to this Section 3.3 shall be final and binding on the Filing 2 Owners. The Metropolitan District may charge a reasonable fee to hear any matters brought pursuant to this Section 3.3.

(g) **Party Wall Easement.** Each Filing 2 Owner and such Owner's Representatives are granted a non-exclusive maintenance, reconstruction and repair easement in, over, under and upon adjacent Filing 2 Lots and in and upon adjacent Dwelling Units for purposes of party wall maintenance, repair or reconstruction, in accordance herewith, following reasonable notice to the Owners thereof. Any damage occasioned to the adjacent Lot or Improvements, including the Dwelling Unit thereon in exercising said easement shall be the responsibility of the Owner whose negligence or wrongful acts or omissions cause such damage.

3.4 Private Access Streets. There are no private access streets in the Cadence / Foursquare Properties that will be privately owned and maintained by the Metropolitan District.

3.5 Access Street Restrictions; No Vehicular Access. The Access Streets within the Cadence / Foursquare Properties are solely for the purpose of pedestrian and vehicular ingress, egress and access. Without limiting the generality of the foregoing, no parking of any Vehicles or Boats is permitted on any of the Access Streets in the Cadence / Foursquare Properties. No trash may be stored or located in any Access Street, other than twenty-four (24) hours prior to trash collection dates in trash receptacles acceptable to the Metropolitan District. There shall be no vehicular access from any Lot or Tract to Jackson Creek Parkway or Highway 105.

3.6 Public Streets. Each Owner hereby acknowledges that those streets and drives within the Cadence / Foursquare Properties that are public rights-of-way will become the property of the Town of Monument, and the Town will be responsible for their repair and maintenance. These include Brass Buckle Way, Lemon Rye Loop, Fat Tire Drive, and Lucky Penny Lane.

3.7 Sidewalk / Driveway Maintenance. Each Filing 2 Owner and Filing 2 Owner shall maintain and keep in good repair the driveway located within such Owner's Lot together with the sidewalk located within the Lot and/or adjacent to the public right of way and the Lot. Sidewalks located within the Metropolitan District Properties shall be maintained and kept in good repair by the Metropolitan District. The Metropolitan District shall not be liable to the Filing 2 Owner or the Filing 2 Owner for any loss, costs or damages arising out of, resulting from, or relating to the Metropolitan District's sidewalk maintenance, except for any loss, costs or damages caused by the

Metropolitan District's gross negligence or willful misconduct, subject to any applicable governmental immunity.

3.8 Snow Removal.

(a) **Snow Removal Generally.** The Metropolitan District will establish a policy for removal of snow on all sidewalks within or adjacent to Metropolitan District Properties within the Cadence / Foursquare Properties. Such removal shall be done one (1) time for each snow accumulation of three inches (3") or more as determined by the Board or the snow removal contractor retained by the Metropolitan District. The cost of such snow removal by the Metropolitan District will be included in the Area Taxes levied by the Metropolitan District pursuant to the terms of the Master Declaration. No ice melt product shall be used by any Person that causes damage to concrete, asphalt or Landscaping within the Cadence / Foursquare Properties.

(b) **Snow Removal within Monument Junction East Filing 2 Property (Cadence).** Snow may be stockpiled in the Cadence Community Common Areas, including parking spaces within the Cadence Community Common Areas. The Town of Monument municipal government is responsible for removal of snow on any public streets within the Monument Junction East Filing 2 Property. Each Filing 2 Owner shall be responsible for snow removal on such Owner's driveways, porches, and service walks, from the Owner's entrance door and garage doors to the common sidewalk.

(c) **Snow Removal within Monument Junction East Filing 2 Property (Foursquare).** Snow may be stockpiled in the Foursquare Community Common Areas, including parking spaces within the Foursquare Community Common Areas. The Town of Monument municipal government is responsible for removal of snow on any public streets within the Monument Junction East Filing 2 Property. Each Filing 2 Owner shall be responsible for snow removal on such Owner's porches and service walks, from the Owner's entrance door to the common sidewalk. The Metropolitan District will provide snow removal on the driveways and Auto Courts located within the Monument Junction East Filing 2 Property.

(d) **Easement.** The Metropolitan District is hereby granted a perpetual easement to enter each Auto Court and driveway to accomplish snow removal as provided for in this Supplemental Declaration.

3.9 Visibility Easements (Public Improvement and Site Visibility). Certain Lots may be subject to a Visibility Easement. Each Owner of a Lot upon which a Visibility Easement is located shall be solely responsible for the maintenance thereof. No Improvements, including without limitation fences, hedges, trees, shrubbery or other Landscaping, may be installed or constructed within any Visibility Easement, other than Landscaping that has received AC Approval so long as such Landscaping does not obstruct visibility at an intersection or exceed three feet (3') in height at any time, excluding wind drifts.

3.10 Vehicles and Boats. To the fullest extent allowed by Law:

(a) Parking Limitations.

(i) Parking within the Cadence / Foursquare Properties is limited. Therefore, except as provided herein, the number of Vehicles per Dwelling Unit is limited to a maximum of four (4). Motorcycles and similar Vehicles shall be parked in the Owner's garage at all times. Within the Monument Junction East Filing 2 Property, Owners and their Related Users are required to park their Vehicles (other than motorcycles and similar Vehicles) in their garage or driveway. Within the Monument Junction East Filing 2 Property, parking of any kind by any Vehicles will be permitted within an Auto Court, other than a maximum of two (2) Vehicles parked side by side directly in front of the Owner's garage doors as long as those Vehicles comply with limitations, such as length, that may be imposed from time to time to ensure the overall functionality of the Auto Courts.

(ii) For periods of eight (8) hours or less, Vehicles and Boats may park adjacent to a Dwelling Unit for the purpose of loading or unloading or for the use of equipment operating from a Vehicle (such as a commercial carpet cleaner), provided a Person is available at all times to move the Vehicle or Boat if necessary.

(iii) Long-term parking of more than twenty-four (24) hours of any Vehicles and Boats will only be permitted within a completely enclosed garage or other parking structure, or on a driveway with Metropolitan District Authorization, in all cases subject to the limitations set forth in this Section 3.10 herein, except that long-term parking of more than twenty-four (24) hours of any Vehicles and Boats is not permitted within any 50' right-of-way public drive under any circumstances.

(iv) Short-term parking of less than twenty-four (24) hours of any Vehicles and Boats will be permitted within rights-of-way public drives that are greater than 30' width, except that short-term parking of less than twenty-four (24) hours of any Vehicles and Boats is not permitted on any 50' foot right-of-way public drive, and further is not permitted within any Lot except in a completely enclosed garage or other parking structure.

(b) Auto Courts. With respect to Foursquare:

(i) Within the Monument Junction East Filing 2 Property, certain Lots within a Residential Cluster will contain Dwelling Units with driveways that connect to an Auto Court while other Lots will be subject to an Auto Court Easement without containing a driveway that accesses an Auto Court. Connection to an Auto Court will be determined based on the floor plan of the Dwelling Unit constructed on a Lot as generally depicted on the attached **Exhibit B**. The Auto Courts reflected on each Plat, and the expanded area indicated on **Exhibit B**, are hereby affirmed and ratified by each Owner, regardless of whether or not a Dwelling Unit's driveway accesses an Auto Court.

(ii) Other than snow removal as provided in Section 3.8, Lot Owners whose Lots are in the Residential Cluster and that are serviced by an Auto Court as provided for in **Exhibit B** shall be responsible for maintaining, repairing and replacing that Auto Court on a reasonable basis as determined by the Metropolitan District. Any Owner whose Lot that is subject

to the easement for an Auto Court but whose driveway does not access the Auto Court will not be obligated to participate in the maintenance, repair, and/or replacement of the applicable Auto Court within such Owner's Lot. In the event the applicable Owners fail to properly maintain, repair and replace the Auto Court that services their Residential Cluster, the Metropolitan District shall have the right, following written notice of not less than thirty (30) days, to undertake the required maintenance, repair, and/or replacement, and to impose a District Levy on the applicable Lots for the cost thereof, together with a District Levy not to exceed 10% of the Metropolitan District's incurred costs.

(iii) Other than snow removal as provided in Section 3.8, an Owner whose Lot is not serviced by an Auto Court shall be solely responsible for maintaining, repairing and replacing such Owner's driveway, on a reasonable basis, at such Owner's sole cost and expense. In the event the applicable Owner fails to properly maintain, repair and replace such Owner's driveway, the Metropolitan District shall have the right, following written notice of not less than thirty (30) days, to undertake the required maintenance, repair, and/or replacement, and to impose a District Levy on the applicable Owner for the cost thereof, together with a District Levy not to exceed 10% of the Metropolitan District's incurred costs.

(iv) No changes, modification and/or Improvements may be made by an Owner to an Auto Court or driveway, including without limitation, the resurfacing, widening or narrowing of an Auto Court or driveway, without AC Approval in accordance with the terms of the Metropolitan District Documents.

(v) No convenience items, decorations, or other personal property may be added to or placed within an Auto Court, including by way of illustration and not limitation, Landscaping, Improvements, and recreational items such as those listed in Section 5.2 of the Master Declaration.

(vi) No Owner or Related User shall (A) conduct any activity in or on an Auto Court that would constitute a nuisance or noxious activity or unreasonably interfere with the full enjoyment and use of an Auto Court for access by Owners or Related Users of a Dwelling Unit within the Residential Cluster, (B) barricade, block, hinder, interfere with the use of, or otherwise materially obstruct the full enjoyment and use of an Auto Court for access by an Owner or Related User within the Residential Cluster, (C) keep, park, or store any Vehicle or Boat, including without limitation any disabled or inoperative Vehicle or Boat, in an Auto Court, (D) dismantle, maintain, paint, repair, service or perform other work on a Vehicle or Boat in the Auto Court, or (E) store any container, receptacle, or other object in the Auto Court.

(c) **Parking Rules, Enforcement, and Fines.** The Metropolitan District shall have the right to establish rules, enforcement procedures and fines for parking violations from time to time regarding all parking within the Cadence / Foursquare Properties. Such rules will be enforced as provided by the terms of the Master Declaration. Fines will be levied as Site Fees pursuant to the terms of the Master Declaration. The lack of parking signage will not be a waiver of the parking limitations set forth in this Section 3.10 herein or any rules established from time to time as provided herein.

(d) **Compliance with Laws.** For the safety of all Persons within the Community Area, all Owners and Related Users shall comply at all times with the traffic Laws governing streets within the Community Area, including without limitation all posted speed limits. All Vehicles belonging to Owners and Related Users shall comply with all applicable Laws, including with respect to properly functioning exhaust systems, lawful decibel limits (whether from a Vehicle's engine or sound system), current registration, required automobile insurance, and compliant license plates.

3.11 Animals.

(a) **Pet Containment.** Pets may be contained within the Owner's designated part of a fenced area between Dwelling Units. Owners of Dwelling Units without a fenced area are not permitted to install a fence without AC Approval. Porches, decks and patios shall not be used as animal control areas. Pet containment or electric fences are not permitted within the Cadence / Foursquare Properties.

(b) **Cleanup.** In cleaning up after one's pets, Owners should carry appropriate items for cleanup, such as plastic bags, and dispose of pet waste in such Owner's trash receptacles. Owners should take care not to allow pets to damage turf or other Landscaping.

(c) **Numbers of Pets.** For each Dwelling Unit, there shall be a limit of four (4) domesticated dogs and/or cats, including without limitation those designated as service or emotional support animals.

3.12 Signs and Flags.

(a) **Permitted Signs and Flags.** Subject to the most restrictive reading of signage, flags, and flagpole rights created under applicable Laws, the only signs, flags, or flag poles permitted on any Lot or Improvement within the Cadence / Foursquare Properties shall be those permitted by the Community Standards. Except for signs permitted by the Community Standards, there shall not be used or displayed on any Lot or Improvement any signs, banners, streamers, flags, lights or other devices, including without limitation those calculated to attract attention in aid of sale or rental, except by Declarant or with Declarant's Authorization. All permitted signs must be professionally painted, lettered and constructed. If a permitted sign is not in compliance with the provisions of the Community Standards, this Section 3.12, or applicable Law, the Metropolitan District may, upon notice, require it to be modified or removed at the sole cost of the Owner and/or other responsible Person.

(b) **Cluster Address Monument Signs.** Each Residential Cluster will contain an address monument. The address monument for a Residential Cluster will be installed initially by the builder of the Dwelling Unit in a location determined by such builder. An easement is hereby created for the existence of an address monument within each applicable Lot, together with an easement benefitting the Metropolitan District for the maintenance and repair of all such address monuments. The Metropolitan District shall maintain and repair address monuments in a manner and at such times as the Metropolitan District determines to be reasonable.

3.13 Solar Devices, Air Conditioning Units, and Similar Equipment. All solar devices, exterior air conditioning units and systems, swamp coolers, and other similar devices and equipment must either be architecturally and aesthetically integrated into the building they serve or screened from the view of adjacent Lots and streets in the Cadence / Foursquare Properties, in all cases in a manner satisfactory to Declarant or upon AC Approval. Ground level air conditioning units, upon AC Approval, must be installed at street level only, located in a side or rear yard, and screened from public view. Window and roof-mounted air conditioning units and evaporative coolers, upon AC Approval, must be placed on the rear or sides of the Dwelling Unit.

3.14 Storage Sheds. No storage sheds of any kind will be permitted.

3.15 Outside Lighting. The Architectural Committee may establish various standards for exterior lighting for the Cadence / Foursquare Properties, including without limitation standards for hue and intensity. All exterior floodlights and spotlights installed or maintained on any Dwelling Unit or other Improvement, other than by Declarant, must receive AC Approval prior to installation and shall comply with any and all restrictions described in the Master Declaration and Community Standards. Exterior lighting is permitted at model homes for marketing purposes. For the avoidance of doubt, the Metropolitan District shall be responsible for maintaining all lighting in the Cadence Community Common Areas and the Foursquare Community Common Areas.

3.16 Recreation Equipment.

(a) **Outdoor Recreation Equipment on Lots.** No swing sets, play structures, hot tubs, slides or other similar items or Improvements shall be installed on a Lot without AC Approval. Swimming pools and portable or freestanding basketball hoops, of any kind, are not permitted on a Lot.

(b) **Mobile Recreation Equipment.** In the interest of safety, no skateboards (including without limitation longboards, cruisers, mini cruisers, carves, hover, and double kicks), scooters (including without limitation electric, foldable, flicker, stunt, big wheel, dirt, kick, caster, pro, two-wheel, three-wheel, and off-road), skates/blades (including without limitation roller, inline, speed, outdoor, indoor, jam, artistic, rhythm, and roller derby), land surfers, go-karts, or similar mobile recreation equipment or variations thereof, whether now or hereafter existing, and whether manually propelled or motorized, shall be permitted on the Cadence Community Common Areas or the Foursquare Community Common Areas.

3.17 Porches, Decks and Patios. No porch, deck or patio attached to a Dwelling Unit shall be altered in any way from its original approved design, including without limitation through the use of enclosures, sun screens, awnings, or window-type screens, without AC Approval. Porches, decks and patios shall not be used as storage areas or in any way detract from the appearance of the building or community. Items other than customary outdoor furniture and planters are not allowed on a porch, deck or patio without AC Approval, except as otherwise expressly permitted herein or in the Community Standards, must be stored in an enclosed container, and must match the exterior color of the Dwelling Unit. Items on porches, decks and patios must be kept secure so that they are not blown from the location. The Owner is responsible for damages resulting from items kept on such Owner's porch, deck or patio, whether or not secured.

3.18 Trash Collection and Removal.

(a) **Community Trash Service.** All Owners acknowledge and agree that the Metropolitan District may contract with a waste hauling company to service all Dwelling Units and other facilities within the Cadence / Foursquare Properties, which may or may not include recycling services. The expense for any such service will be assessed as an Area Tax.

(b) **Trash Storage and Receptacles.** All refuse shall be placed in a covered container provided by the waste hauling company. All containers must be stored inside the Owner's garage or other designated area on the Lot. No earlier than the later of twenty-four (24) hours prior to the pick-up time or 6:00 p.m. the evening prior to pick-up, all containers (and any recycle bins) must be moved to the curb for pickup and promptly returned to storage after pickup. The removal of any refuse that does not fit in the covered container provided by the waste hauling company, including without limitation discarded mattresses, appliances, furniture, and carpeting, shall be the sole responsibility of the Owner and shall not be charged to the Metropolitan District.

3.19 Landscaping; Maintenance of Improvements.

(a) **No Obstruction; No Traffic.** Landscaping within Cadence / Foursquare Properties shall not obstruct sidewalks, driveways or entrances, or be maintained in such a way as to obstruct foot, bicycle, or Vehicle traffic. Similarly, foot, bicycle and Vehicle traffic across or through Landscaping within Cadence / Foursquare Properties is prohibited.

(b) **Installation.** Each Owner's builder shall install the original Landscaping on such Owner's Lot, which shall be subject to AC Approval. Any changes to the original Landscaping, and to any approved Landscaping thereafter, shall require AC Approval, except that an Owner is permitted to replace any dead or dying plant or tree with the exact same type of plant or tree without AC Approval.

(c) **Landscaping in Community Common Areas.** No Person, other than the Metropolitan District, shall install any Landscaping within the Cadence Community Common Areas and the Foursquare Community Common Areas. No Person shall insert sharp objects into the ground or in any way damage or disturb irrigation systems or in-ground utilities within any Cadence Community Common Area or within any Foursquare Community Common Area.

(d) **Maintenance of Improvements.** Each Owner shall be solely responsible for maintaining in good condition and repair such Owner's Improvements, including without limitation such Owner's Landscaping and any fencing installed by such Owner with AC Approval unless the AC Approval expressly provides that the Metropolitan District will maintain such fencing.

3.20 Transfer Administration Fee. The Board may, at its option and as provided for in the Master Declaration, require each Dwelling Unit purchaser within the Cadence / Foursquare Properties, excluding Declarant, to make a non-refundable contribution to the Metropolitan District of an amount established from time to time by the Board, but in no event will the amount imposed for a Lot within the Cadence / Foursquare Properties exceed three times (3x) the Metropolitan District's yearly covenant enforcement and operations fees in effect on the date of the delivery of the deed conveying the applicable Dwelling Unit.

3.21 Metropolitan District Reserves.

(a) **Acknowledgement Concerning Timing of Reserves.** Each Owner hereby acknowledges that it has purchased its Lot and Dwelling Unit within the Community Area with the knowledge and consent that the Metropolitan District is not obligated to collect funds to establish Reserves for the Cadence / Foursquare Properties until such time as all Dwelling Units have been constructed within the Cadence / Foursquare Properties.

(b) **Establishment of Reserves.** Notwithstanding the foregoing, and for the avoidance of doubt, the Metropolitan District may in its sole discretion establish Reserves at any time and from time to time for the entire Community Area or any portion thereof. Each Owner acknowledges and agrees that the Metropolitan District will not have any obligation to establish Reserves at a level that will fully fund the replacement of all Metropolitan District Properties, but merely a commercially reasonable offset of such anticipated expenses.

(c) **Fluctuation of Reserves.** The Metropolitan District and each Owner acknowledge that the Reserves for the Cadence / Foursquare Properties are not stagnant and are expected to fluctuate from time to time, including without limitation as Reserves are collected and drawn.

3.22 Community Common Areas. The Cadence Community Common Areas and the Foursquare Community Common Areas are available to all Members and Owners of Monument Junction who are in good standing and their respective Related Users, subject to the terms and conditions of the Master Declaration and this Supplemental Declaration. No Person shall carry on any noxious, offensive, hazardous or illegal activity within any of the Cadence Community Common Areas or Foursquare Community Common Areas.

3.23 Failure to Obtain AC Approval. Any Person who is required, but fails, to obtain AC Approval as required by Section 6.3 of the Master Declaration shall be charged a Site Fee of not less than fifty and 00/100 Dollars (\$50.00) in addition to being subject to all other enforcement mechanisms under the Master Declaration, including without limitation Article 15 of the Master Declaration.

3.24 Fines. For the avoidance of doubt, the Metropolitan District may assess appropriate Site Fees against an Owner if such Owner violates the provisions of this Supplemental Declaration or any provisions of the Master Declaration or other Metropolitan District Documents, which may include without limitation holding the Owner accountable for any damages caused by such violation.

3.25 Complaints. Any Owner, Related User or Person may notify the Metropolitan District of any alleged violation of the Master Declaration, this Supplemental Declaration, or the Community Standards. The notice must be presented to the Metropolitan District in writing (which may include by e-mail) and shall include as many details as possible concerning the alleged violation. The Metropolitan District may also initiate its own review, even in the absence of a specific complaint, if the Metropolitan District is, or becomes, aware of a situation that requires review. The Metropolitan District shall, in its sole discretion, determine whether a situation requires further action in accordance with the procedures outlined in the Master Declaration. The

Metropolitan District is not required to advise the complaining party of any facts or information learned during the course of its review.

3.26 Avigation Easement. In addition to the avigation easement that is described in Section 13.8 of the Master Declaration, all Lots are subject to an avigation easement, for avigation purposes, to the United States Air Force Academy, as recorded in the County Records at Reception No. 222063534, as amended and as may be amended from time to time. This Academy avigation easement shall be considered a public easement and shall be subject to the terms and conditions specified in the recorded instruments. All other easements or interests of record concerning any of the Community Area shall not be affected by the Academy avigation easement and shall remain in full force and effect.

ARTICLE 4 **INSURANCE**

4.1 Insurance on Metropolitan District Properties. In connection with the Cadence / Foursquare Properties, the Metropolitan District shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the cost and risk coverage provided by such insurance and the cost of said coverage. In addition, the Metropolitan District may maintain such insurance on such other property as the Board may determine in its discretion from time to time, or as may be required hereafter. The Metropolitan District may also consider, in determining the type and amount of insurance it needs to obtain, the then-existing requirements of applicable Governmental Authorities. The Metropolitan District may maintain any of the following types of insurance:

(a) **Property.** Property insurance on all insurable Metropolitan District Properties within either the Community Area and/or the Cadence / Foursquare Properties for broad form covered causes of loss. If reasonably available, the total amount of insurance must not be less than the full insurable replacement cost of all 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.

(b) **Commercial General Liability.** Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Metropolitan District Properties, insuring the Metropolitan District, the Board, and all District Representatives in an amount not less than one million and 00/100 United States Dollars (US \$1,000,000.00) per occurrence. Declarant shall be included as an additional insured in Declarant's capacity as an Owner and member of the Board. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) **Fidelity.** A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of any District Representatives, including without limitation those employed by the Metropolitan District for the purpose of managing the Cadence / Foursquare Properties and/or the Community Area and/or those who disburse funds of the Metropolitan District, in an amount at least equal to the estimated maximum of funds, including without limitation maintenance reserves, in the custody of the Metropolitan District at any given time. The Metropolitan District may carry fidelity insurance or fidelity bonds with greater levels of coverage than the minimum set forth in this Supplemental Declaration and may require any

independent District Representative employed for the purposes of managing all or any part of the Cadence / Foursquare Properties and/or the Community Area to carry more fidelity insurance coverage or fidelity bonds in an amount determined by the Metropolitan District on a case-by-case basis. In the event the Metropolitan District has delegated some or all of its responsibility for handling of funds to a managing agent, the Metropolitan District may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or fidelity bonds that fully comply with the provisions of this Section 4.1(c).

(d) **Flood.** If any Metropolitan District Properties are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

(i) the maximum coverage available under the National Flood Insurance Program for all Improvements and other insurable property located within a designated flood hazard area; or

(ii) one hundred percent (100%) of current replacement costs of all Improvements and other insurable property located within a designated flood hazard area.

(e) **Other.** In addition, the Metropolitan District may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including without limitation personal liability insurance to protect the Metropolitan District, the Architectural Committee and their respective Representatives.

4.2 General Provisions of Insurance Policies. If available at reasonable rates, policies of insurance carried by (and at the sole option of) the Metropolitan District shall be in blanket policy form naming the Metropolitan District or its designee as trustee and attorney-in-fact for all Owners, as the insured, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's ownership of a Dwelling Unit in the Cadence / Foursquare Properties. The policy or policies shall contain a standard non-contributory clause in favor of the Security Interest Holders, and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until thirty (30) days prior written notice thereof is given to the insured and to each Security Interest Holder, insurer or guarantor of a security interest. The Metropolitan District shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest including Security Interest Holders, upon request and payment of a reasonable fee. Any such Owner's policy shall also contain waivers of subrogation. Additionally, all such policies shall contain waivers of any defense based on invalidity arising from any act or neglect of an Owner. Insurance obtained by the Metropolitan District, to the extent reasonably feasible, shall name Declarant as an additional insured and shall contain a waiver of subrogation rights against Declarant. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Metropolitan District Properties and property of Declarant.

4.3 Insurance Trustee. The Metropolitan District may authorize a District Representative to act for it, including any trustee or successor thereto, who shall have exclusive

authority to negotiate losses under any policy providing property or liability insurance. Such District Representative shall act as attorney-in-fact for the purpose of purchasing and maintaining insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The District Representative may also receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and Security Interest Holders as their interests may appear.

4.4 Acceptable Insurance Companies. Each insurance policy purchased by the Metropolitan District must be written by a hazard insurance carrier that is authorized by law to do business in the State of Colorado. The Metropolitan District shall not obtain any policy where: (a) the terms of the insurance company's charter, bylaws, or policy provide that contributions or District Levies may be made against the mortgagor or mortgagee's designee; (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which would prevent any Owner or Security Interest Holder from collecting insurance proceeds.

4.5 Annual Review of Insurance Policies. All insurance policies carried by the Metropolitan District shall be reviewed at least annually by the Board to ascertain that coverage provided by such policies adequately covers those risks intended to be insured by the Metropolitan District. In making its determination, the Board may obtain a written appraisal from a duly qualified appraiser, or seek any other advice or assistance from any qualified Person.

4.6 Owners' Negligence. Notwithstanding anything to the contrary contained in this Supplemental Declaration, in the event that the need for maintenance, repair or reconstruction of any or all of the Metropolitan District Properties is caused by the willful or negligent act or omission of any Owner, or a Related User of such Owner, the cost of such repair, maintenance or reconstruction shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Metropolitan District for such maintenance, repair or reconstruction may be collected as a Site Fee as provided in the Master Declaration or by the Metropolitan District exercising any rights or remedies under the Metropolitan District Documents or otherwise as permitted by Law. A determination of an Owner's liability shall be determined by the Board at a hearing after any notice required by the Bylaws to be given to the Owner, and any such determination shall be subject to judicial review pursuant to applicable Law.

4.7 Applicable Insurance for Losses Coverable under Multiple Insurance Policies. As the Master Declaration and this Supplemental Declaration provide, the Metropolitan District and Owners are responsible for maintaining various insurance policies. When there is overlapping insurance coverage, the Owner's policy will always be the primary insurance policy to be utilized. The Metropolitan District's policy will provide secondary coverage as available and needed. In the event of any loss that is covered under (i) any policy of insurance in the name of the Metropolitan District, and (ii) any policy of insurance in the name of any Owner, then such Owner's insurance policy shall be the applicable insurance for covering such loss without any contribution or coverage under the Metropolitan District's applicable insurance policy. If an Owner's insurance policy only covers a portion of any loss that is also covered by any policy in the name of the Metropolitan District, then such Owner's insurance policy shall be the primary insurance to the extent it covers any such loss.

ARTICLE 5
INSURANCE ADMINISTRATION

5.1 Damage to Metropolitan District Property. In the event of damage to or destruction of all or a portion of the Metropolitan District Properties due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Metropolitan District to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, then the Metropolitan District shall levy a Special Charge in the aggregate amount of such insufficiency pursuant to the Master Declaration and shall proceed to make such repairs or reconstruction, unless the Owners and the first Security Interest Holders, by a simple majority vote, agree not to repair and reconstruct such damage. No distributions of insurance proceeds shall be made to the Owners, unless made jointly payable to Owners and the first Security Interest Holders, if any. If insurance proceeds available to the Metropolitan District on account of damage or destruction exceed the cost of repair, reconstruction or replacement, the Metropolitan District may use the excess for future maintenance, repair, and operation of and improvements to Metropolitan District Properties.

5.2 Metropolitan District Powers in the Event of Condemnation of Metropolitan District Property.

(a) If proceedings are initiated by any government or agency thereof seeking to take the Metropolitan District Properties or any part thereof, including any Improvements, the Metropolitan District shall give prompt notice thereof, including a description of the part of or interest in the Metropolitan District Properties or Improvements thereon sought to be so condemned, to all Filing 2 Owners. The Metropolitan District shall have full power and authority to defend in said proceedings, and to represent the Filing 2 Owners in any negotiations, settlements and agreements with a condemning authority for acquisition of the Metropolitan District Properties, any part thereof, or any interest therein, and each Owner hereby appoints the Metropolitan District as the Owner's attorney-in-fact for such purposes. Any award or proceeds of settlement shall be payable to the Metropolitan District for the use and benefit of the Owners and their Security Interest Holders as their interests may appear. No Owner shall be entitled to participate as a party or otherwise in any condemnation proceedings.

(b) If all of the Metropolitan District Properties are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance of condemnation, any award or settlement shall be apportioned by the Metropolitan District on such fair and equitable basis as the Metropolitan District determines to be appropriate in the circumstances, or as determined by judicial decree. If the allocation of the condemnation award is already established in the negotiations, judicial decree, or otherwise, then in allocating the condemnation award the Metropolitan District shall employ such allocation to the extent that it is relevant and applicable.

(c) If less than all of the Metropolitan District Properties are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance of condemnation, the condemnation award shall first be applied by the Metropolitan District to the rebuilding and replacement of those Improvements on the Metropolitan District Properties which are damaged or taken by the condemning public authority, if such rebuilding or replacement is reasonably practical, unless Owner Approval and Security Interest Holder Approval is received for some other

action. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be distributed by the Metropolitan District on the same basis as indicated in subparagraph (b) of this Section. No provision of this Supplemental Declaration or any Metropolitan District Documents shall be deemed to give an Owner or any other party priority over the rights of a first Security Interest Holder awarding distribution of insurance proceeds or condemnation awards for losses to or taking of Metropolitan District Properties.

5.3 Repair and Reconstruction of Metropolitan District Property. Unless Owner Approval and Security Interest Holder Approval are received for some other action, any restoration or repair of the Metropolitan District Property and applicable Improvements after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Supplemental Declaration and in accordance with the original plans and specifications, and any Metropolitan District Property partially condemned or damaged by an insurable hazard shall be restored to substantially the same condition in which it existed prior to such condemnation or damage.

NOW, THEREFORE, this Supplemental Declaration is hereby made a part of the Master Declaration as provided herein and encumbers the Cadence / Foursquare Properties. This Supplemental Declaration may be enforced, amended and modified as provided for in the Master Declaration.

[This Space Intentionally Left Blank; Signature Page and Exhibits to Follow]

EXHIBIT A
TO
SUPPLEMENTAL DECLARATION
of
Covenants, Conditions, Restrictions and Easements
for
MONUMENT JUNCTION
(Cadence Collection at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)
and
(Foursquare at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)

LEGAL DESCRIPTION OF MONUMENT JUNCTION EAST FILING 2 PROPERTY

[Attached]



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 1302.11-02R2
DECEMBER 22, 2021
REV. JUNE 14, 2022
REV. AUGUST 4, 2022
PAGE 1 OF 2

LEGAL DESCRIPTION: MONUMENT JUNCTION EAST FILING NO. 2

A PARCEL OF LAND OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE WESTERLY RIGHT OF WAY LINE OF JACKSON CREEK PARKWAY AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 202061984, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1-1/4" YELLOW PLASTIC SURVEYORS CAP STAMPED "PLS 24964", IS ASSUMED TO BEAR S50°47'05"W, A DISTANCE OF 231.41 FEET.

COMMENCING AT THE NORTHEASTERLY CORNER OF WOODMOOR PLACER RECORDED IN PLAT BOOK U-2 AT PAGE 66, EL PASO COUNTY, COLORADO.

THENCE N41°52'54"E, A DISTANCE OF 1264.68 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON CREEK PARKWAY AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 202061984 SAID POINT BEING THE POINT OF BEGINNING.

THENCE ON THE EASTERLY RIGHT OF WAY LINE OF SAID JACKSON CREEK PARKWAY THE FOLLOWING FOUR (4) COURSES:

1. N01°09'29"W, A DISTANCE OF 239.77 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 51°56'34", RADIUS OF 681.01 FEET AND A DISTANCE OF 617.38 FEET TO A POINT OF TANGENT;
3. N50°47'05"E, A DISTANCE OF 231.41 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N39°12'56"W, A DELTA OF 40°43'24", A RADIUS OF 765.38 FEET AND A DISTANCE OF 544.00 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 203281425;

THENCE ON THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID DOCUMENT DESCRIBED AS AN EXCEPTION RECORDED UNDER RECEPTION NO. 203281425 THE FOLLOWING THREE (3) COURSES:

1. N89°55'05"E, A DISTANCE OF 204.59 FEET;
2. N00°12'21"E, A DISTANCE OF 149.84 FEET;
3. N89°28'12"W, A DISTANCE OF 193.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID JACKSON CREEK PARKWAY;

THENCE N00°28'50"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID JACKSON CREEK PARKWAY, A DISTANCE OF 15.00 FEET;

THENCE S89°30'48"E, A DISTANCE OF 200.02 FEET;

THENCE N00°28'50"E, A DISTANCE OF 254.80 FEET;

THENCE S87°22'04"E, A DISTANCE OF 9.46 FEET;

THENCE S00°27'08"W, A DISTANCE OF 1846.50 FEET TO THE NORTHEASTERLY CORNER OF MONUMENT JUNCTION EAST FILING NO. 1 RECORDED UNDER RECEPTION NO. 222715028;

THENCE ON THE NORTHERLY BOUNDARY OF SAID MONUMENT JUNCTION EAST FILING NO. 1 THE FOLLOWING SIXTEEN (16) COURSES:

1. N89°32'03"W, A DISTANCE OF 132.25 FEET;
2. N00°00'00"E, A DISTANCE OF 25.20 FEET;
3. N90°00'00"W, A DISTANCE OF 50.00 FEET;
4. S00°00'00"E, A DISTANCE OF 51.83 FEET;
5. N90°00'00"W, A DISTANCE OF 120.00 FEET;
6. S00°00'00"E, A DISTANCE OF 60.00 FEET;
7. S15°47'06"W, A DISTANCE OF 47.24 FEET;
8. N74°12'54"W, A DISTANCE OF 42.43 FEET TO A POINT ON CURVE;

9. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N74°12'54"W,
HAVING A DELTA OF 151°47'06", A RADIUS OF 55.00 FEET AND A DISTANCE OF
145.70 FEET TO A POINT ON CURVE;
10. N46°00'00"W, A DISTANCE OF 22.78 FEET;
11. S89°00'00"W, A DISTANCE OF 240.00 FEET
12. N01°00'00"W, A DISTANCE OF 83.69 FEET;
13. S89°00'00"W, A DISTANCE OF 50.00 FEET;
14. S01°00'00"E, A DISTANCE OF 10.00 FEET;
15. S88°50'31"W, A DISTANCE OF 122.04 FEET;
16. N46°09'29"W, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 22.225 ACRES.

EXHIBIT B
TO
SUPPLEMENTAL DECLARATION
of
Covenants, Conditions, Restrictions and Easements
for
MONUMENT JUNCTION
(Cadence Collection at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)
and
(Foursquare at Monument Junction / Monument Junction East Filing No. 2)
(Single Family)

AUTO COURT DEPICTION

[Attached]

CADENCE COLLECTION at MONUMENT JUNCTION

FENCE DIAGRAM

Plan configurations and lot sizes within the Cadence diagram can vary from what is shown.

