

**RESOLUTION
OF THE BOARD OF DIRECTORS
OF
SADDLER RIDGE METROPOLITAN DISTRICT**

**ADOPTING THE AMENDED AND RESTATED RESIDENTIAL RULES AND
REGULATIONS
AND
RESIDENTIAL IMPROVEMENT GUIDELINES AND SITE RESTRICTIONS**

WHEREAS, Saddler Ridge Metropolitan District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Weld County, Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions for Saddler Ridge, recorded in the real property records of the Clerk and Recorder of Weld County, Colorado on June 12, 2015, at Reception Number 4115546 (the “**Covenants**”), the District is responsible for administering the architectural review process and enforcement functions set forth in the Covenants; and

WHEREAS, pursuant to the Covenants and the Special District Act, the District is empowered to adopt rules and regulations for carrying on the business, objects and affairs of the District; and

WHEREAS, the Board previously adopted those certain Residential Rules and Regulations of Saddler Ridge Metropolitan District, dated March 18, 2020, as amended by that certain Amendment to Residential Rules and Regulations of Saddler Ridge Metropolitan District, dated September 16, 2020 (collectively, the “**Rules**”); and

WHEREAS, the Board also previously adopted those certain Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated December 1, 2016, and as amended by the following: (1) Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated March 16, 2022; (2) Second Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated July 20, 2022; (3) Third Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan

District, dated November 16, 2022; and (4) Fourth Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated March 7, 2023 (collectively, the “**Design Guidelines**”); and

WHEREAS, the Board, with the consent of Liberty Savings Bank (the “**Declarant**”), desires to amend and restate the Rules and the Design Guidelines for the purpose of combining the same into one document for ease of use by the residents of the District, and to make additional revisions to the Design Guidelines in relation to various Improvements (as that term is defined in the Covenants), and, as such, has prepared the Amended and Restated Residential Rules and Regulations and Residential Improvement Guidelines and Site Restrictions of Saddler Ridge Metropolitan District (the “**Residential Rules and Design Guidelines**”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District as follows:

1. **Amended and Restated Residential Rules and Design Guidelines and Residential Improvement Guidelines and Site Restrictions:** The District hereby adopts the Residential Rules and Design Guidelines, attached hereto as **Exhibit A** and incorporated herein by this reference, as may be amended from time to time, which shall apply to any and all properties subject to the Covenants.
2. **Effective Date:** The provisions of this resolution shall take effect immediately.
3. **Declarant Consent:** By signing below, the Declarant hereby consents to the Residential Rules and Design Guidelines.

[Remainder of Page Intentionally Left Blank]

APPROVED and ADOPTED this 6th day of June, 2023.

**SADDLER RIDGE METROPOLITAN
DISTRICT**

a quasi-municipal corporation and political
subdivision of the State of Colorado

Jacob Pault

Jacob Pault (Jun 13, 2023 15:12 MDT)

Officer of the District

ATTEST:

Susan Pault

Susan Pault (Jun 13, 2023 15:18 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Heather L. Hank

General Counsel to the District

**Declarant's Consent:
Liberty Savings Bank**

Beth Kelsey

Beth Kelsey (Aug 28, 2023 14:48 EDT)

Beth Kelsey, Assistant Vice President
Liberty Savings Bank

EXHIBIT A

RESIDENTIAL RULES AND DESIGN GUIDELINES

**AMENDED AND RESTATED
RESIDENTIAL RULES AND REGULATIONS AND
RESIDENTIAL IMPROVEMENT GUIDELINES AND
SITE RESTRICTIONS
OF
SADDLER RIDGE METROPOLITAN DISTRICT
AMENDED AND RESTATED AS OF JUNE 6, 2023**

Table of Contents

- PREAMBLE.....1
- ARTICLE 1. DEFINITIONS.....1
- ARTICLE 2. ARCHITECTURAL REVIEW.....5
 - Section 2.1 Composition of Architectural Review Committee..... 5
 - Section 2.2. Architectural Review Requirements; Authority of ARC. 5
 - Section 2.3 Guidelines 5
 - Section 2.4 Procedures..... 6
 - Section 2.5 Vote..... 6
 - Section 2.6 Prosecution of Work After Approval..... 6
 - Section 2.7 Notice of Completion..... 6
 - Section 2.8 Inspection of Work..... 6
 - Section 2.9 Notice of Noncompliance 7
 - Section 2.10 Correction of Noncompliance 7
 - Section 2.11 Cooperation..... 7
 - Section 2.12 No Liability..... 7
 - Section 2.13 Variance 8
 - Section 2.14 Waivers; No Precedent..... 8
 - Section 2.15 Declarant’s Exemption..... 8
 - Section 2.16 Builders Exemption..... 8
- ARTICLE 3. RESTRICTIONS.....9
 - Section 3.1 Property Subject to Applicable Laws and these Residential Rules and Design Guidelines 9
 - Section 3.2 Residential Use; Professional or Home Occupation 9
 - Section 3.3 Restriction on Further Subdivision 9
 - Section 3.4 Residential Leases..... 10
 - Section 3.5 Animals 10
- ARTICLE 4. OTHER USE RESTRICTIONS.....10
 - Section 4.1 Temporary Structures; Unsightly Conditions 10
 - Section 4.2 Miscellaneous Improvements 10
 - Section 4.3 Vehicular Parking, Storage and Repairs 11
 - Section 4.4 Nuisances 11
 - Section 4.5 No Hazardous Materials or Chemicals 12
 - Section 4.6 No Annoying Lights..... 12
 - Section 4.7 Restrictions on Trash and Materials..... 12
 - Section 4.8 Trash Removal Services and Recycling..... 12

Section 4.9	Maintenance	12
Section 4.10	Landscaping	13
Section 4.11	Grade and Drainage	13
Section 4.12	Restrictions on Storage Tanks.....	13
Section 4.13	Restrictions on Sewage Disposal Systems.....	13
Section 4.14	Restrictions on Wells	13
Section 4.15	Insurance Risks	13
Section 4.16	Mining or Drilling.....	13
Section 4.17	Storage of Explosives, Gasoline and Similar Substances	13
Section 4.18	Damage or Destruction of Structures on Lots.....	14
Section 4.19	Violation of Governing Documents.....	14
Section 4.20	Easement Areas.....	14
Section 4.21	Playground and Basketball Courts.....	14
Section 4.22	District Trails.	14
ARTICLE 5.	RULE ENFORCEMENT.....	14
Section 5.1	Committee.....	14
Section 5.2	Purpose and General Authority.....	15
Section 5.3	Fees and Expenses	15
Section 5.4	General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.....	15
Section 5.5	No Liability.....	16
ARTICLE 6.	DESIGN GUIDELINES.....	17
Section 6.1	Introduction.....	17
Section 6.2	Procedures for Architectural Approval	18
Section 6.3	Specific Types of Improvements/Site Restrictions.	20
6.3.1	General.....	20
6.3.2	Accessory Buildings.	20
6.3.3	Additions and Expansions.....	22
6.3.4	Address Numbers.....	22
6.3.5	Air Conditioning Equipment.....	22
6.3.6	Antennae/Satellite Dishes.	22
6.3.7	Awnings.	23
6.3.8	Balconies.....	24
6.3.9	Barbecue/Gas Grills.....	24
6.3.10	Basketball Backboards.....	24
6.3.11	Birdbaths.	24
6.3.12	Birdhouses and Bird Feeders.	24

6.3.13	Boats.....	24
6.3.14	Carports.....	24
6.3.15	Chickens.....	24
6.3.16	Chicken Coops.....	24
6.3.17	Clothes Lines and Hangers.....	25
6.3.18	Cloth or Canvas Overhangs.....	25
6.3.19	Compost.....	25
6.3.20	Decks.....	25
6.3.21	Dog Houses.....	25
6.3.22	Dog Runs.....	25
6.3.23	Doors.....	26
6.3.24	Drainage.....	26
6.3.25	Driveways.....	26
6.3.26	Evaporative Coolers.....	26
6.3.27	Exterior Lighting.....	26
6.3.28	Fences.....	26
6.3.29	Fire Pits.....	28
6.3.30	Firewood Storage.....	28
6.3.31	Flags/Flagpoles.....	28
6.3.32	Garage Sales.....	28
6.3.33	Garbage Containers and Storage Areas.....	29
6.3.34	Gardens – Flower or Vegetable.....	29
6.3.35	Gazebos.....	29
6.3.36	Grading and Grade Changes.....	29
6.3.37	Greenhouses.....	29
6.3.38	Hanging of Clothes.....	29
6.3.39	Hot Tubs and Jacuzzis.....	29
6.3.40	Irrigation Systems.....	29
6.3.41	Kennels.....	30
6.3.42	Landscaping.....	30
6.3.43	Latticework, Trellis, Arbors.....	31
6.3.44	Lights and Lighting.....	31
6.3.45	Mailboxes.....	32
6.3.46	Maintenance of Property.....	32
6.3.47	Ornaments/Art – Landscape/Yard.....	32

6.3.48	Overhangs/Awnings- Cloth or Canvas.....	32
6.3.49	Painting	33
6.3.50	Patio Covers.....	34
6.3.51	Patios – Enclosed.	34
6.3.52	Patios – Open.	34
6.3.53	Paving	34
6.3.54	Pipes.....	34
6.3.55	Play Structures and Sports Equipment.....	34
6.3.56	Playhouses.....	34
6.3.57	Poles.....	35
6.3.58	Ponds and Water Features.....	35
6.3.59	Pools.....	35
6.3.60	Radio Antennae.....	35
6.3.61	Radon Mitigation Systems.....	35
6.3.62	Roofing Materials.	35
6.3.63	Rooftop Equipment.....	35
6.3.64	Satellite Dishes.....	35
6.3.65	Saunas.....	35
6.3.66	Screen Doors.....	36
6.3.67	Seasonal Decorations.....	36
6.3.68	Sewage Disposal Systems/Septic Systems (Individual).....	36
6.3.69	Sheds.....	36
6.3.70	Shutters – Exterior.	36
6.3.71	Siding	36
6.3.72	Signs.....	36
6.3.73	Skylights	36
6.3.74	Solar Energy Devices.....	36
6.3.75	Spas.....	36
6.3.76	Sprinkler Systems.	36
6.3.77	Statues or Fountains.....	37
6.3.78	Storage Sheds.....	37
6.3.79	Sunshades.....	37
6.3.80	Swamp Coolers.	37
6.3.81	Swing Sets.....	37
6.3.82	Television Antennae.	37

6.3.83	Temporary Structures.....	37
6.3.84	Trash Containers, Enclosures, and Pick Up.....	37
6.3.85	Tree Houses.....	37
6.3.86	Tree Lawn.....	37
6.3.87	Utility Equipment.....	38
6.3.88	Vanes.....	38
6.3.89	Vehicles.....	38
6.3.90	Vents.....	39
6.3.91	Walls.....	39
6.3.92	Walls, Retaining.....	39
6.3.93	Wastewater Pumps.....	40
6.3.94	Weather Vanes and Directionals.....	41
6.3.95	Wind Electric Generators.....	41
6.3.96	Windows Replacement.....	41
6.3.97	Windows.....	41
6.3.98	Work Involving District Property.....	41
6.3.99	Xeriscape.....	42
SCHEDULE 1. LANDSCAPE DETAIL.....		1-1

PREAMBLE

The Saddler Ridge Metropolitan District (the “**Metro District**”) previously adopted those certain Residential Rules and Regulations of Saddler Ridge Metropolitan District, dated March 18, 2020, as amended by that certain Amendment to Residential Rules and Regulations of Saddler Ridge Metropolitan District, dated September 16, 2020 (collectively, the “**Rules**”). There are also in place those certain Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated December 1, 2016, and as amended by the following: (1) Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated March 16, 2022; (2) Second Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated July 20, 2022; (3) Third Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated November 16, 2022; and (4) Fourth Amendment to the Residential Improvement Guidelines and Site Restrictions for Saddler Ridge Metropolitan District, dated March 7, 2023 (collectively, the “**Design Guidelines**”).

The Board of Directors (the “**Board**”) of the District desires, with the consent of the Declarant, as the same relates to the Design Guidelines, to amend and restate the Rules and the Design Guidelines for the purpose of combining the same into one document for ease of use by residents of the District, and to make additional revisions to the Design Guidelines related to various Improvements, and as such, has prepared these Amended and Restated Residential Rules and Regulations and Residential Improvement Guidelines and Site Restrictions of Saddler Ridge Metropolitan District (the “**Residential Rules and Design Guidelines**”). The Board has approved these Residential Rules and Design Guidelines via resolution dated _____, 2023. The Declarant has also approved these Residential Rules and Design Guidelines, as the same relate to the amendment and restatement of the Design Guidelines by execution of the resolution by which the Board approved these Residential Rules and Design Guidelines.

ARTICLE 1. DEFINITIONS

The following words and phrases as used in these Residential Rules and Design Guidelines have the meanings set forth below. Other terms in these Residential Rules and Design Guidelines may be defined in specific provisions of these Residential Rules and Design Guidelines and have the meaning assigned by such definition.

“**Accessory Building**” means a secondary building or structure on a Lot, the use of which is incidental to the residential use of the single-family residence constructed on the Lot.

“**Accessory Dwelling**” means a living unit integrated within a single-family dwelling or located in an Accessory Building, such as a carriage house or barn, located on the same Lot as the single-family residence constructed on the Lot.

“**Affiliate**” means any Person that, directly or indirectly, is in control of, is controlled by or is under common control with the Person for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to (i) vote 20% or more of the ordinary voting power of such Person, or (ii) direct or cause the direction of the management

and policies of such Person whether by contract or otherwise, and either alone or in conjunction with others.

“Applicable Laws” means the laws, orders, ordinances, regulations, rules and statutes of all federal, state and local, jurisdictions having authority over the Property, including the Town of Severance, Weld County, the Metro District, and any other statutory created governing body including, without limitation, associations.

“ARC” means the Architectural Review Committee, which shall be appointed by the governing board of the Metro District, as provided in Section 2.1 of these Residential Rules and Design Guidelines. The ARC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in these Residential Rules and Design Guidelines.

“Benefited Parties” means the Declarant, the Metro District, the ARC and each of their respective parents, subsidiaries, and Affiliates and each of their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns.

“Builder” means (i) any Person who acquires one or more Lots within the Property for the purpose of constructing a building thereon for subsequent sale, and/or rental, or (ii) any Person who is designated by the Declarant as a “Builder.”

“Carriage Lot” means any Lot which is one (1) acre or greater in area.

“Declarant” means Liberty Savings Bank, FSB, an Ohio for profit corporation and Platte Basin Consultants, Inc., a Colorado corporation, and/or any other Person to whom the Declarant assigns one or more of the Declarant rights under these Residential Rules and Design Guidelines (which assignment will only be the extent of the Declarant rights to which such assignee succeeds), provided, that no assignment of any Declarant rights will be effective unless such assignment is duly executed by the assignor Declarant and recorded in the office of the Clerk and Recorder of Weld County, Colorado.

“District Property” means any real or personal property, including any infrastructure or other Improvements, owned, leased or being constructed by or on behalf of the Metro District. Notwithstanding anything to the contrary, including the location of the District Property within the Property, the District Property shall not be subject to these Residential Rules and Design Guidelines.

“Established Drainage Pattern” means the drainage pattern that exists at the time of the overall grading of any Lot which may be reflected on a grading plan or an as-built civil engineer plan for such Lot.

“Fees” means any type of charge for any services or facilities provided by or through the Metro District.

“**Fines**” means any monetary penalty imposed by the Metro District against an Owner due to a Violation of the Governing Documents by such Owner or any Occupant.

"**Governing Documents**" means these Residential Rules and Design Guidelines, the Guidelines, and any other documents, rules, regulations or guidelines now or hereafter adopted by or for the Metro District or the ARC, as may be amended and supplemented from time to time.

“**Guidelines**” means the guidelines as amended from time to time, and further described in Section 2.3, and as currently set forth in Article 6 of these Residential Rules and Design Guidelines.

“**Improvements**” means all improvements, structures, buildings, and any all landscaping features, buildings, outbuildings, geothermal systems, solar systems, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, roads, driveways, parking areas, fences, gates, basketball backboards and hoops, swing sets or other play structures, screening walls, retaining walls, stairs, decks, fixtures, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment. Improvements includes, without limitation, all initial Improvements constructed on any Lot and all subsequent changes, modifications, alterations or adjustments to any previously approved Improvement, including any change of exterior appearance, color, or texture, other than any changes, modifications, alterations or adjustments to the interior of a Residential Unit. Improvements do not include any District Property.

“**Lot**” means any Parcel of real property within the Property that is described on a recorded plat as a lot or is otherwise designated on a recorded plat as a separate Parcel upon which a Residential Unit is or may be constructed, and includes all Improvements that may be made to such Parcel from time to time including, but not limited to, any Residential Unit that may be constructed on such Parcel.

"**Metro District**" means Saddle Ridge Metropolitan District.

“**Notice of Completion**” means the notice described in Section 2.7 of these Residential Rules and Design Guidelines.

“**Notice of Noncompliance**” means the notice sent by the ARC described in Section 2.9 of these Residential Rules and Design Guidelines.

“**Notice of Violation**” has the meaning given to that term in Section 5.4.3 of these Residential Rules and Design Guidelines.

“**Occupant**” means any Person, other than the Declarant, Declarant’s Affiliates, a Builder, the Enforcement Committee, or the Metro District, from time to time that uses or occupies any portion of a Lot under an ownership right or any lease, sublease, license or concession or other use

and occupancy agreement, any guests and invitees of any Owner or Occupant and any other Person that uses any portion of the Property.

“Owner” means each fee simple title holder of a Lot, including the Declarant, the Declarant’s Affiliates and/or, any Builder, but does not include a Person having a security interest in a Lot. If there is more than one fee simple holder of title, “Owner” includes each such Person, jointly and severally.

“Parcel” means any portion of real property within the Property that is described on a recorded plat that may be sold or conveyed without violation of Applicable Laws, and includes all Improvements that may be made to such parcel from time to time including, but not limited to, any Residential Unit that may be constructed on such parcel.

“Person” means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof and includes each Owner, the Declarant, the Declarant’s Affiliates, the Builders, the ARC, and the Metro District.

“Plans and Specifications” means complete plans and specifications of a proposed Improvement, in the requisite number and format, and containing such information as required by these Residential Rules and Design Guidelines, and any other information and materials as may be required by the ARC. By way of example, these Residential Rules and Design Guidelines may require plans and specifications to show exterior design, height, materials, color, and location of the Improvement, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan.

“Property” means the property within the boundaries of the District which is developed for residential use, as the same may be modified or adjusted through the inclusion or exclusion of property to or from such property in accordance with Applicable Laws.

“Residential Unit” means a residential dwelling constructed on a Lot within the Property, specifically including, but not limited to, a detached home, an attached home or a condominium unit or other separate living unit within a multi-family home, but excluding multi-family projects with “For Rent” units.

“Standard Lot” means any Lot which is less than one (1) acres in area.

“Town” means the Town of Severance, Colorado.

“Violation” means (a) an Improvement that has been installed or constructed without obtaining the ARC’s approval, (b) an Improvement that was not installed or constructed in substantial compliance with the approval that was granted by the ARC, or (c) any other violation of the Governing Documents by an Owner or Occupant.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1 Composition of Architectural Review Committee.

The ARC will consist of three (3) or more Persons appointed by the governing board of the Metro District.

Section 2.2. Architectural Review Requirements; Authority of ARC.

2.2.1 Subject to the provisions of these Residential Rules and Design Guidelines, no Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified upon any Lot, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot must submit Plans and Specifications of the proposed Improvement to the ARC for review and consideration, and then receive approval in writing from the ARC, all in accordance with these Residential Rules and Design Guidelines. An Owner may designate in writing a Person other than the Owner to submit Plans and Specifications as a co-applicant with the Owner.

2.2.2 The ARC shall endeavor to exercise its judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures. The ARC will not review or approve any proposed Improvements regarding whether the same complies with Applicable Laws. Rather, as provided in Section 2.2.3 of these Residential Rules and Design Guidelines, the Owner is required to submit proposed Improvements to the applicable governmental entities for approval and a determination of compliance with Applicable Laws. In its review of the Plans and Specifications, the ARC may require, as a condition to its considering an approval request, that the Owner pay Fees and reimburse the ARC for the expenses incurred in the process of review and approval or disapproval of the Plans and Specifications.

2.2.3 In addition to the foregoing review and approval, and notwithstanding anything to the contrary in these Residential Rules and Design Guidelines, prior to the construction, erection, addition, deletion, change or installation, of any Improvement, the Owner must obtain the approval of all governmental entities with jurisdiction there over, and issuance of all required permits, licenses and approvals by all such entities. The Owner is solely responsible for compliance with Applicable Laws.

Section 2.3 Guidelines. The governing board of the Metro District, with the written consent of the Declarant, may promulgate, adopt, enact, modify, amend, repeal, and re-enact, architectural standards, rules, regulations and/or guidelines, regarding architectural matters and matters incidental thereto (collectively the "**Guidelines**"). The Guidelines may include, without limitation: clarification of designs and materials that may be considered in architectural approval and requirements for submissions, procedural requirements, and specification of acceptable Improvements that may be installed without prior review or approval. The Guidelines may permit the Metro District to send demand letters and notices, levy and collect Fees, Fines and interest, and negotiate, settle and/or take any other actions with respect to any violation or alleged violation of

any of the Governing Documents. In addition, the Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Guidelines may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot by any Owner shall be done and used in accordance with these Residential Rules and Design Guidelines. Article 6 of these Residential Rules and Design Guidelines is deemed to be the “Guidelines” as defined herein.

Section 2.4 Procedures. The ARC will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within forty-five (45) days after the complete submission to the ARC, along with receipt acknowledgement by the ARC, of the Plans and Specifications and other materials and information which the ARC may require in conjunction therewith in accordance with the design review procedures set forth in these Residential Rules and Design Guidelines. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the Plans and Specifications and other information requested with respect thereto, such request is deemed approved by the ARC.

Section 2.5 Vote. The affirmative, majority vote of the present members of the ARC is required for approval (which may be with conditions and/or requirements) of each matter.

Section 2.6 Prosecution of Work After Approval. After approval (which may be with conditions and/or requirements) of any proposed Improvement, the Owner is required to complete and construct the Improvement promptly and diligently, and in complete conformity with all conditions and requirements of the approval and any provision of the Guidelines relating to construction. Except for the Declarant or the Declarant’s Affiliates, failure to complete the proposed Improvement within one (1) year after the date of approval of the application (the “**Completion Deadline**”), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, constitutes noncompliance with the provisions of these Residential Rules and Design Guidelines; provided, however, that the ARC may grant extensions of time for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing; provided that the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

Section 2.7 Notice of Completion. Upon the completion of any Improvement, the Owner will submit a written “**Notice of Completion**” to the ARC on forms provided by the ARC. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement for which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article.

Section 2.8 Inspection of Work. The ARC, or its duly authorized representative, has the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in

compliance with the approval granted pursuant to this Article. However, such right of inspection shall terminate ninety (90) days after the ARC has received a Notice of Completion from the applicant and no action has been initiated by the ARC. The 90-day period to perform inspections after the ARC has received a Notice of Completion does not apply to or limit the right or authority of the Metro District, the Enforcement Committee or the ARC to require compliance with the Improvement review and approval process as set forth in these Residential Rules and Design Guidelines and the Guidelines, or the right or authority of the Metro District or the Enforcement Committee to enforce these Residential Rules and Design Guidelines, including but not limited to the requirements pertaining to the maintenance of Improvements.

Section 2.9 Notice of Noncompliance. If, as a result of inspections or otherwise, or following receipt of a Notice of Completion, the ARC determines that any Improvement has been constructed without obtaining all required approvals (which may be with conditions and/or requirements), or was not constructed in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 of these Residential Rules and Design Guidelines, then the ARC will notify the applicant in writing of the non-compliance, specifying the particulars of the noncompliance (“**Notice of Noncompliance**”).

Section 2.10 Correction of Noncompliance. If the ARC determines that a non-compliance exists, the Person responsible for such non-compliance must remedy or remove the same, and return the subject property or structure to a condition acceptable to the ARC, within the period specified in the Notice of Noncompliance. If such Person does not comply with the Notice of Noncompliance by amending the condition within the period specified, the ARC may submit the Notice of Noncompliance to the Metro District for enforcement. The Metro District may at its option, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose Fees, Fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Person responsible for such non-compliance shall reimburse the Metro District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

Section 2.11 Cooperation. The ARC has the right and authority to enter into agreements and otherwise cooperate with any architectural review or similar committees, any metropolitan or other districts, or one or more boards or committees that exercise architectural or design review functions, or any other Person, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the ARC. Cooperation may include, without limitation, collection, payment, and disbursement of Fees, Fines or charges.

Section 2.12 No Liability. The Benefitted Parties are not liable and shall not be liable to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve (which may be with conditions and/or requirements) or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Benefitted Parties are not be responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Benefitted Parties are not responsible for any matter related to safety. The Benefitted Parties are not responsible for the conformance of Improvements with Applicable Laws or compliance

with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the ARC will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to Applicable Laws or complies with any other standards or regulations, and will not constitute a warranty by the ARC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants' intended use. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Benefited Parties. Each Owner (i) waives and releases the Benefited Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Benefited Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The ARC members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The ARC members, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the ARC.

Section 2.13 Variance. The ARC may, but under no circumstances is obligated to, grant reasonable variances or adjustments from any conditions and restrictions imposed by these Residential Rules and Design Guidelines in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments will be granted in the ARC's sole discretion and may only be granted if such variance does not impose a material detriment or injury to the other property or Improvements within the Property and does not militate against the general intent and purpose hereof. However, any variance that may be granted under this Section 2.13 is only a variance from the requirements of the applicable Governing Document for the individual applicant, and is not a variance from the requirements of any applicable governmental or quasi-governmental agency or entity. No granting of a variance or adjustment to any one applicant/Owner shall constitute a variance or adjustment, or the right to a variance or adjustment, to any or all other applicants/Owners.

Section 2.14 Waivers; No Precedent. The approval or consent of the ARC to any application for approval does not constitute a waiver of any right to withhold or deny approval or consent by such Person, or any Person, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter. Any changes in Plans and Specifications previously approved by the ARC must be reviewed and approved by the ARC in the same manner as the initial Plans and Specifications.

Section 2.15 Declarant's Exemption. Notwithstanding anything to the contrary, the Declarant, the Declarant's Affiliates, and the Metro District are exempt from any and all other matters that require ARC review and/or approval.

Section 2.16 Builders Exemption. Notwithstanding anything to the contrary, as long as, and to the extent that, a Builder has received written architectural approval from the Declarant,

such Builder shall, as to Declarant-approved I5-8mprovements, be exempt from this Article and all provisions of the Governing Documents that require ARC review and/or approval.

ARTICLE 3. RESTRICTIONS

Section 3.1 Property Subject to Applicable Laws and these Residential Rules and Design Guidelines. Notwithstanding anything in these Residential Rules and Design Guidelines to the contrary, the Property is subject to Applicable Laws and to all documents recorded in records of the clerk and recorder of Weld County, Colorado. All Owners and Occupants shall comply with all Applicable Laws. Neither the ARC nor the Metro District shall have any obligation to enforce compliance with Applicable Laws.

Section 3.2 Residential Use; Professional or Home Occupation. Residential Units must be used for residential use only, including uses which are customarily incident thereto, and not for business, commercial or professional purposes. Notwithstanding the foregoing, Owners may conduct business activities within their Residential Unit if permitted by Applicable Laws and if all of the following conditions are satisfied:

3.2.1 The business conducted is clearly secondary to the residential use of the Residential Unit and is conducted entirely within the Residential Unit;

3.2.2 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 (other than as may be permitted by the Guidelines and approved by the ARC);

3.2.3 The business does not result in an undue volume of traffic or parking within the Property;

3.2.4 The business conforms to all Applicable Laws; and

3.2.5 The business complies with all the Governing Documents.

In addition to the business activities permitted within Residential Units set forth above, Residential Units and/or Accessory Buildings located on Carriage Lots may be used for those business activities as permitted by Applicable Laws, subject to any additional review or approval required by the Town or any other governmental entity having jurisdiction therefor. It is acknowledged that such uses may create additional traffic, parking, noise or smells above and beyond what is permitted above, but in no event shall such uses be permitted to cause a nuisance as set forth in Section 4.4 of these Residential Rules and Design Guidelines.

Section 3.3 Restriction on Further Subdivision. No Lot may be further subdivided or separated into smaller units or lots by any Owner (other than the Declarant, the Declarant's Affiliates, the Metro District or a Builder), and no portion consisting of less than all of any such Lot, nor any easement or other interest therein, may be conveyed or transferred by an Owner (other than the Declarant, the Declarant's Affiliates or a Builder), provided that this prohibition does not

prohibit deeds of correction, deeds to resolve boundary line disputes, and similar non-material corrective instruments.

Section 3.4 Residential Leases. The term “**Residential Lease**,” as used in this Section 3.4 includes any agreement for the leasing or rental of a Residential Unit, or any portion thereof, and shall specifically include month-to-month rentals and subleases. Subject to the provisions of Section 3.2 of these Residential Rules and Design Guidelines, nothing shall prohibit an Owner from leasing his Residential Unit, or any portion thereof, as long as all residential leases provide that the terms of the Residential Lease and lessee’s occupancy of the leased premises is subject in all respects to the provisions of the Governing Documents and that any failure by the lessee to comply with any of the Governing Documents, in any respect, is a default under the Residential Lease, and provided that Metro District may adopt additional rules and regulations that require a minimum lease term.

Section 3.5 Animals. No animals, birds, livestock, reptiles or insects of any kind may be raised, bred, kept or boarded in or on a Lot or in any Residential Unit, except as permitted by Applicable Laws and in compliance with these Residential Rules and Design Guidelines not in conflict with such Applicable Laws. Each animal must be controlled by its owner and is not allowed off the Owner’s Lot except when properly controlled and accompanied by its owner or his or her representative, who is responsible for collecting and properly disposing of any animal waste. An Owner’s and/or Occupant’s right to keep animals is coupled with the responsibility to pay for any damage caused by such animal, as well as any costs incurred as a result of such animals.

ARTICLE 4. OTHER USE RESTRICTIONS

Section 4.1 Temporary Structures; Unsightly Conditions. No structure of a temporary character, including a house, trailer, tent, shack, mobile home, storage shed, or outbuilding may be placed or erected upon any Lot except (i) by the Declarant, the Declarant’s Affiliates or a Builder at any one time or (ii) by an Owner during construction, alteration, repair or remodeling of Improvements. If placed by an Owner, only necessary temporary structures for storage of materials may be erected and maintained. An Owner’s construction or alterations, except during initial construction by the Declarant, the Declarant’s Affiliates or a Builder, of any Improvements must be prosecuted diligently from the commencement until completion. Further, no Owner, except during initial construction by the Declarant, the Declarant’s Affiliates or a Builder, will permit any unsightly conditions or equipment on any Lot to be visible from a street.

Section 4.2 Miscellaneous Improvements.

4.2.1 No wood piles or other stock piles may be located on any Lot as to be visible from a street or from the ground level of any other Lot.

4.2.2 The governing board of the Metro District may adopt Guidelines consistent with applicable state or federal laws and regulations, regarding the installation of satellite dishes, exterior aerials, antennas of any kind, and any wind-electric generator. Further, any such devices may be erected or installed by the Declarant, the Declarant’s Affiliates or by any Builder during its construction of Residential Units.

4.2.3 Other than fences which may be constructed, installed or located by the Declarant, the Declarant's Affiliates or by a Builder, no fences are permitted on the Property except in accordance with the Guidelines and with the prior written approval of the ARC. Each Owner must maintain any fences on its Lot.

4.2.4 One (1) Accessory Building may be constructed on each Standard Lot, with the prior written approval of the ARC. Up to two (2) Accessories Buildings may be constructed on each Carriage Lot, with the prior written approval of the ARC. The Guidelines may set forth requirements for Accessory Buildings, including but not limited to size, height, materials and colors. An Accessory Building constructed on a Carriage Lot may be used as an Accessory Dwelling or may be used for business activities as provided in Section 3.2 of these Residential Rules and Design Guidelines. Accessory Buildings constructed on Standard Lots shall not be used as Accessory Dwellings or for business purposes.

Section 4.3 Vehicular Parking, Storage and Repairs. Except as may otherwise be provided in these Residential Rules and Design Guidelines, commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, golf carts and boat trailers, shall only be parked in an enclosed garage, approved Accessory Building, or within areas designated by the ARC. Notwithstanding the foregoing, and highly discourages, small recreational vehicles (such as a small utility trailer) may be parked on Lots on the rear or side of the home, as long as the small recreational vehicles is fully screened from view from the ground level of adjacent Lots or streets by such fencing, screening and/or landscaping as may be specified in these Residential Rules and Design Guidelines. This restriction does not prohibit trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements, or vehicles for temporary loading or delivery services or in the case of an emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses, or other vehicles described in these Residential Rules and Design Guidelines, are not permitted on the Property except within enclosed garages. For purposes of this Section 4.3, the ARC may consider a vehicle to be "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours. The governing board of the Metro District may adopt additional rules and regulations, consistent with applicable state or federal laws and regulations, regarding the parking, storage and repairs of vehicles.

No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of any motor vehicles, trailers or boats may be performed or conducted on the Property unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from other Lots. The foregoing restriction does not prevent washing and polishing of any motor vehicle, trailer or boat.

Section 4.4 Nuisances. No Owner or Occupant will permit a nuisance on its Lot. No Owner and Occupant will permit any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot or Residential Unit. This Section 4.4 does not apply to any activities of the Declarant, the Declarant's Affiliates or of a Builder. No Owner or Occupant will permit any noxious or offensive activity upon any Lot or Residential Unit.

Section 4.5 No Hazardous Materials or Chemicals. No hazardous materials or chemicals may be located, kept or stored in, on or at any Lot except in household products normally kept at homes for use of the residents thereof and in such limited quantities so as not to constitute a hazard or danger to person or property. This Section 4.5 does not apply to the activities of the Declarant, the Declarant's Affiliates or a Builder.

Section 4.6 No Annoying Lights. No Owner or Occupant will permit any light to be emitted from any Lot or Residential Unit which is unreasonably bright or causes unreasonable glare. In addition to the foregoing, no electromagnetic, light, laser, or any physical emission which might interfere with aircraft, navigation, communications or navigational aids are permitted. This Section 4.6 does not apply to the activities of the Declarant, the Declarant's Affiliates or a Builder.

Section 4.7 Restrictions on Trash and Materials. No Owner or Occupant will permit any refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind to be kept, stored, accumulated on its Lot, nor will such items be deposited on a street, unless placed in a suitable, tightly covered container that is suitably located solely for the purpose of garbage pickup, recycling or composting. Further, no Owner or Occupant will permit any trash or materials to accumulate in such a manner as to be visible from any Lot or Residential Unit. Owners and Occupants will keep all equipment for the storage or disposal in a clean and sanitary condition. No Owner or Occupant will permit any garbage or trash cans or receptacles to be maintained in an exposed or unsightly manner.

Section 4.8 Trash Removal Services and Recycling. The Declarant requires centralized trash removal and recycling services for the Lots. Without limiting its authority, the Metro District may levy and collect fees, charges, and other amounts to be imposed upon the Lots for such trash removal and recycling services; provided, however that such fees, charges and other amounts must be derived from within the boundaries where the trash removal and recycling services are required or performed. The scope, frequency, and all other matters with respect to such trash removal and recycling services, shall be determined by the Metro District. Without limiting the generality of the foregoing, the Metro District may, for example, as a part of establishing rules and regulations related to the enforcement of the covenant to provide centralized trash removal and recycling services, elect to provide for regularly scheduled trash pick-ups and recycling, but may require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or other recycling and may limit the items eligible for trash pick-up and/or recycling from time to time. In the event that the Metro District does not administer trash removal and/or recycling services for the Property, the Metro District shall enforce this covenant by coordinating the centralized trash removal and recycling services for the Lots, including, without limitation, the levy and collection of fees, charges, and other amounts to be imposed upon the Lots for such trash removal and recycling services; provided, however that such fees, charges and other amounts must be derived from within the Metro District boundaries where the trash removal and recycling services are required or performed.

Section 4.9 Maintenance. Each Lot (including any adjacent tree lawn) must at all times be kept in a clean and sightly condition.

Section 4.10 Landscaping. The Owner of each Lot (other than the Declarant or a Builder) shall install landscaping on the Lot in accordance with the Governing Documents and Applicable Laws. For Standard Lots, all portions of the Lot not covered by a building or Improvements shall be landscaped. For Carriage Lots, the Guidelines may establish a minimum percentage of each Carriage Lot which must be improved with landscaping. Any areas of a Carriage Lot which are not improved with landscaping or other Improvements must have sufficient ground cover to prevent erosion and unsightliness. All landscaping plans must be submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval shall be obtained prior to the installation of landscaping, in accordance with Article 2 of these Residential Rules and Design Guidelines.

Section 4.11 Grade and Drainage. Each Owner shall maintain the Established Drainage Pattern. Any alteration in the Established Drainage Pattern for any Lot will result in the full release of the Benefited Parties as to any and all liabilities or obligations with respect to the Established Drainage Pattern for any Lot. Each Owner agrees to indemnify and hold the Benefited Parties harmless from any and all claims, liabilities, expenses, damages, and attorneys' fees which may be asserted against or incurred by any of the Benefited Parties, and which arise out of or relate to any alteration of the Established Drainage Pattern.

Section 4.12 Restrictions on Storage Tanks. Except as provided in these Residential Rules and Design Guidelines, no tanks for the storage of gas, fuel, oil, or other materials may be erected, placed, or permitted above or below the surface of any Lot (other than reasonably sized propane tanks intended for use with gas grills) and as specifically allowed in these Residential Rules and Design Guidelines.

Section 4.13 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other individual sewage disposal system may be installed on a Lot.

Section 4.14 Restrictions on Wells. No wells may be installed or maintained unless such system is approved in writing by the ARC, and is constructed, designed, equipped, and located in accordance with all Applicable Laws and the recommendations, requirements, and standards of the ARC and/or the Guidelines.

Section 4.15 Insurance Risks. No Lot may be used for any use, and nothing may be stored on any Lot, which would constitute an unusual fire hazard, or would result in jeopardizing any insurance maintained on other Lots within or on any other portion of the Property.

Section 4.16 Mining or Drilling. No Lot may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 4.17 Storage of Explosives, Gasoline and Similar Substances. Gasoline or other volatile or incendiary materials or devices shall be stored only in a manner that strictly complies with all Applicable Laws.

Section 4.18 Damage or Destruction of Structures on Lots. Any damage to or destruction of any structure or Improvement located on a Lot shall be promptly repaired and replaced by the Owner of the Lot, in accordance with these Residential Rules and Design Guidelines. “Repaired and replaced,” as used in this Section 4.18, means restoring the structure or Improvement to substantially the same condition in which it existed immediately prior to such damage or destruction. Except as otherwise provided in these Residential Rules and Design Guidelines, the cost of such repair or replacement shall be the personal obligation of the Owner of the Lot on which such work was performed.

Section 4.19 Violation of Governing Documents. If any Owner or Occupants are in Violation of Article 3 of these Residential Rules and Design Guidelines or this Article 4, then in addition to any enforcement and remedies available to the Metro District, and in accordance with the procedures in Section 5.4 of these Residential Rules and Design Guidelines, the Metro District may invoke any one or more of the following remedies: (a) levy Fines upon such Owner for each Violation; (b) cause the Violation to be cured and charge the cost thereof to such Owner; and (c) obtain injunctive relief against the continuance of such Violation. Before invoking any of the foregoing remedies, the Metro District shall give such Owner prior written notice of the Violation, including a specific description of the Violation and require the Owner to take such action as may be necessary to remedy the Violation, including the time period in which the Violation is to be remedied, which time period may not exceed forty-five (45) days.

Section 4.20 Easement Areas. By taking title to any Lot, each Owner acknowledges that certain portions of the Property are subject to easement rights in favor of governmental, quasi-governmental and other parties, including easements for the benefit of utility providers, and the Metro District, among others, pursuant to a plat or other document creating such easement rights recorded in the records of the clerk and recorder of Weld County, Colorado. No Owner may use any portion of the Property or place any trees, structures, fences or other Improvements on any portion of the Property that would violate any use restrictions contained in any easement, plat or other document creating easement rights.

Section 4.21 Playground and Basketball Courts. The District’s playground and basketball courts are open for use year-round, daily, from dawn until dusk. Use after dusk and before dawn is prohibited.

Section 4.22 District Trails. The District’s recreational trails are designed for non-motorized recreational use, such as walking and biking. The use or operation of motorized vehicles, including but not limited to ATVs and dirt bikes, on the District’s recreational trails is strictly prohibited. Notwithstanding, nothing herein shall prohibit the use of motorized vehicles on the District’s recreational trails by the District for purposes of maintenance or repair by the District.

ARTICLE 5. RULE ENFORCEMENT

Section 5.1 Committee. The Metro District has the right to establish an “**Enforcement Committee**” and, upon its establishment, the members of the Enforcement Committee will be appointed and removed by the governing board of the Metro District and shall have the same rights

as the Metro District under this Article 5. The Metro District shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for Violations of the Governing Documents; (b) submit complaints regarding Violations of the Governing Documents; (c) inspect the Property for Violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents.

Section 5.2 Purpose and General Authority. The Metro District shall review all complaints and notifications provided by the Declarant, the Declarant's Affiliates, an Owner, or the ARC regarding any alleged Violation. The Metro District also has the right to make an investigation on its own regarding potential Violations. The Metro District has the authority to determine whether a Violation has occurred by any Owner, and upon such determination, may issue to an Owner a Notice of Violation identifying the particular circumstances or conditions of the Violation and require the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied as further set forth in Section 5.4 of these Residential Rules and Design Guidelines.

Section 5.3 Fees and Expenses. All expenses of the Enforcement Committee must be paid by the Metro District with revenues derived from that portion of the Property with respect to which the Enforcement Committee's services are required or performed. The Metro District has the right to charge Fees and Fines for costs of enforcement of the Governing Documents and the costs incurred to correct, remedy or otherwise remedy Violations, in amounts which may be established by the Metro District from time to time.

Section 5.4 General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.

5.4.1 *General Inspection.* Any member or authorized agent or consultant of the Enforcement Committee or the ARC, or any authorized officer, director, employee or agent of the Metro District may enter upon any Lot, at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged Violations of the Governing Documents.

5.4.2 *Notice of Alleged Violation; Right to a Hearing.* If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents, (ii) the ARC has submitted a Notice of Noncompliance with respect to a Lot, or (iii) another Owner has submitted a complaint in accordance with the any rules and regulations or policies of the Metro District in relation to enforcement, the Metro District may send a notice of alleged Violation (a "**Notice of Alleged Violation**") to the Owner of such Lot. Upon receipt of a Notice of Alleged Violation, an Owner shall be entitled to request a hearing with respect thereto in accordance with the any rules and regulations or policies of the Metro District in relation to enforcement.

5.4.3 *Remedies.* If, after receipt of the Notice of Alleged Violation and, to the extent requested in accordance with the any rules and regulations or policies of the Metro District in relation to enforcement, any hearing requested by an Owner, such Owner is found by the Metro District to be in Violation of the Governing Documents and fails to remedy the Violation within

the time period specified in the notice of violation (“**Notice of Violation**”) issued pursuant to any rules and regulations or policies of the Metro District in relation to enforcement, the Metro District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies:

5.4.3.1 The Metro District may record a Notice of Violation against the Lot on which the Violation exists.

5.4.3.2 The Metro District has the right to remove, correct or otherwise remedy any Violation in any manner the Metro District deems appropriate.

5.4.3.3 The Metro District may file an action for injunctive relief to cause an existing Violation to be brought into compliance with the Governing Documents and the Metro District shall recover all costs and attorneys’ fees associated with bringing the action.

5.4.3.4 The Metro District may levy Fines for such Violation.

5.4.3.5 The Metro District may collect, and shall have a statutory perpetual lien pursuant to § 32-1-1001(1)(j)(I), C.R.S. against the Lot subject to the Violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the Metro District to remove, correct or otherwise remedy the Violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys’ fees, (3) payment of any Fines levied by the Metro District against such Lot, plus the following amounts, to the extent not inconsistent with Applicable Laws, (4) interest on such amount at a rate equal to eighteen percent (18%), and (5) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys’ fees.

5.4.4 *Deemed Nuisances.* Every Violation constitutes a nuisance, and every remedy allowed for such Violation at law, in equity or under the Governing Documents against the violating Owner is available to the Metro District,

Section 5.5 No Liability. Neither the Metro District, ARC or the Enforcement Committee are liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing any alleged Violation, the Metro District and/or the Enforcement Committee are not responsible for any issue related to the alleged Violation. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Metro District and/or the Enforcement Committee. Each Owner (i) waives and releases the Benefited Parties from all claims related to the actions of the Metro District and/or the Enforcement Committee and (ii) waives and releases all claims against the Benefited Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Enforcement Committee members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Enforcement Committee members, acting in that

capacity, shall have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Metro District.

ARTICLE 6. DESIGN GUIDELINES

Section 6.1 Introduction

6.1.1 *Basis of the Guidelines.* The guidelines in this Article 6 are intended to assist Owners of Lots within the Property in implementing landscaping and other Improvements to their Lots. Prior approval from the ARC is required before the construction, erection, placement, alteration, planting, installation or modification of any Improvement upon any Lot shall be made. In order to assist Owners, these guidelines establish certain pre-approved designs for several types of Improvements and exempt certain Improvements from the requirement for approval.

6.1.2 *Architectural Review Committee or Representative.* The ARC consists of Persons, representatives or a committee appointed to review requests for approval of architectural or Lot changes.

6.1.3 *ARC Contact Information.* The contact information of the ARC, Persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	FAX	E-MAIL
Centennial Consulting Group	(970) 484-0101	(970) 300-4682	saddleridge@ccgcolorado.com

6.1.4 *Effect of Governmental and Other Regulations.* Use of Lots and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Additionally, the Property is subject to the restrictions and controls established in the Saddler Planned Unit Development plat and Saddler Ridge Planned Unit Development (PUD). Owners are strongly encouraged to contact the Town for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL CODE, REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

6.1.5 *Interference with Utilities.* In making Improvements to Lots, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

Utility Notification Center of Colorado
1-800-922-1987

6.1.6 *Goal of Guidelines.* Compliance with the guidelines contained in this Article 6 and the other provisions of these Residential Rules and Design Guidelines will help preserve the inherent architectural and aesthetic quality of the Property. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to Lots be made in harmony with and not detrimental to the rest of the Property. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these guidelines and obtaining prior written approval for Improvements to Lots from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to Lots are compatible with standards established for the Property. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in the guidelines contained in this Article 6, the ARC's interpretation shall be final and binding.

6.1.7 *General Housing Guidelines.* The minimum home square footage for all Lots is two thousand two hundred (2,200) square feet for ranch style homes and two thousand five hundred (2,500) square feet for two-story style homes. All homes must have a minimum three (3) car side-by-side garage with a minimum of two (2) separate garage doors. Four (4) car garages are encouraged. The product design must consider 'four-sided architecture' with focus on integration of all elements into a cohesive design. All other guidelines contained in this Article 6 shall apply.

Section 6.2 Procedures for Architectural Approval

6.2.1 *General.* As indicated in Section 6.3 of these Residential Rules and Design Guidelines, there are some cases in which advance written approval of the ARC is not required if the guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 6.3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 6.3, advance, or prior written approval by the ARC is required before an Improvement to a Lot is commenced.

6.2.2 *Drawings or Plans.* Owners are required to submit to the ARC a Design Review Request Form and complete plans and specifications (said plans and specification to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required) prior to commencement of work on any Improvement to a Lot. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient. In the case of major Improvements, such as room additions, structural changes or Accessory Building construction, detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings of plans:

6.2.2.1 The drawing or plan should be done to scale and shall depict the property lines of your Lot and the outside boundary lines of the home as located on the

Lot. If you have a copy of an improvement survey of your Lot obtained when you purchased it, this survey would be an excellent base from which to start.

6.2.2.2 Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences, etc. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.

6.2.2.3 The plan or drawing and other materials should show the name of the Owner, the address of the home, the lot, block and filing number, e-mail and a telephone number where the Owner can be reached.

6.2.2.4 The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.

6.2.2.5 Owners should be aware that many Improvements require a permit from the Town. The ARC reserves the right to require a copy of such permit as a condition of its approval.

6.2.2.6 In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.

6.2.2.7 Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

6.2.3 *Submission of Drawings and Plans.* One copy of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed Design Review Request Form. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any review fees as set forth on the Architectural Design Review Submittal Fees Sheet (available from the entity listed in Section 6.1.3 of these Residential Rules and Design Guidelines) shall be submitted with the Design Review Request Form. In addition, any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

6.2.4 *Action by ARC.* The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If, for any

reason, the ARC fails to review and approve in writing (which may be with conditions and/or requirements or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed approved by the ARC.

6.2.5 *Revisions and Additions to Approved Plans.* Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

Section 6.3 Specific Types of Improvements/Site Restrictions.

6.3.1 *General.* The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

6.3.1.1 *Variances.* Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

6.3.1.2 *No Unsightliness.* All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, when not in actual use, must be enclosed within a structure.

6.3.1.3 *Repairs to Structure or Improvements.* Any damage to or destruction of any structure or Improvement, or any unsightliness caused through normal wear and tear, located on a Lot, shall be promptly repaired and replaced by the Owner of the Lot. Advance written approval from the ARC is not required for a like-for-like repair or replacement of a structure or Improvement except where indicated in the guidelines in this Article 6.

6.3.2 *Accessory Buildings.* Approval is required. Approval will be based upon, but not limited to, the following criteria:

6.3.2.1 *Standard Lots.* A maximum of one (1) Accessory Building shall be allowed on a Standard Lot. The maximum allowed square footage of the Accessory Building shall be one hundred and twenty (120) square feet. The Accessory Building shall be no higher than twelve (12) feet to the peak of the roof.

6.3.2.2 *Carriage Lots.* A maximum of two (2) Accessory Buildings shall be allowed on a Carriage Lot. The maximum allowed combined footprint square footage of

the building(s) shall be one thousand eight hundred (1,800) square feet. The primary Accessory Building shall be no higher than twenty-two (22) feet to the peak of the roof. The secondary Accessory Building shall be no higher than eighteen (18) feet to the peak of the roof.

6.3.2.3 Accessory Dwellings will only be allowed on Carriage Lots. An Accessory Dwelling shall be limited to thirty percent (30%) of the main structure or eight hundred (800) square feet in floor area, whichever is less. For purposes of calculating residential density, each Accessory Dwelling shall count as one-half (½) dwelling unit. There shall not be more than one (1) Accessory Dwelling located on a Carriage Lot in addition to the single-family dwelling.

6.3.2.4 Siding, roofing and trim materials, architectural styling, roof slopes, textures and colors of an Accessory Building must match those on the home, unless otherwise approved by the ARC, and the size shall be a complementary length by width ratio to the residence.

6.3.2.5 Areas around Accessory Buildings must be landscaped so as to partially screen, blend in with, and be complementary to the home's landscaping.

6.2.3.6 Accessory Buildings generally should be located in the side or rear yard within the Lot. Accessory Buildings with front loading garage door(s) generally should be set back a minimum of eight (8) feet from the front of the residence unless otherwise approved by the ARC.

6.2.3.7 Accessory Buildings must be securely anchored and meet any and all applicable building codes.

6.2.3.8 Playhouses (see Section 6.3.56, Playhouses) and play structures are considered an exception to the Accessory Building limit and shall not be counted toward the maximum number of Accessory Buildings unless more than two (2) exceptions exist on a Lot. If two (2) exceptions exist on a Lot then each additional exception shall be treated as an Accessory Building.

6.3.2.9 The ARC, in reviewing and approving or denying an application for approval of an Accessory Building, will review on a case-by-case basis, shall take into consideration Lot size, square footage of the home, the proposed location of the Accessory Building, the existing grading, fence locations, landscape screenings, etc.

6.3.2.10 Any utilities serving an Accessory Building shall be underground.

6.3.2.11 Chicken Coops (see Section 6.3.16, Chicken Coops) are considered an exception to the Accessory Building limit and shall not be counted toward the maximum number of Accessory Buildings unless more than two (2) exceptions exist on a Lot. If two (2) exceptions exist on a Lot then each additional exception shall be treated as an Accessory Building.

6.3.3 *Additions and Expansions.* Approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complimentary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence.

6.3.4 *Address Numbers.* Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style and type of number currently on the residence.

6.3.5 *Air Conditioning Equipment.* Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction. Approval is not required for replacement of existing air conditioning equipment with like equipment. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent Owners.

6.3.6 *Antennae/Satellite Dishes.* No more than two (2) small antennae/satellites may be installed and maintained on any Lot, and only upon compliance with the following conditions:

6.3.6.1 *General.*

- A. The antennae/satellite must be forty (40) inches or less in diameter and should, to the extent reasonably possible without unreasonable expense or delay, be disguised to resemble and be visually indistinguishable from other structures, devices or Improvements otherwise allowed in the Property and/or by these Residential Rules and Design Guidelines.
- B. The ARC recommends screening the antennae/satellites from neighboring Lots, parks, parkways, greenbelts, school grounds, and open space.
- C. All antennae/satellites installed on a Lot are restricted for the personal use of the Owner of the Lot.
- D. The installation of the antennae/satellite must comply with any zoning requirements and building codes.

6.3.6.2 *Location.*

- A. All antennas/satellites shall be installed with emphasis on being as unobtrusive as possible to the Property. To the extent that reception is not substantially degraded or costs unreasonably increased, all antennas/satellites shall be screened from view from any street and nearby Lots to the maximum extent possible.
- B. If more than one (1) location on the Lot allows for adequate reception without imposing unreasonable expense or delay the least visible site shall be selected.
- C. Antennas/satellites shall not encroach upon common areas or any other Owner's Lot.

6.3.6.3 *Installation.*

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Antennas/satellites, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- C. Except as otherwise provided above, to the extent not prohibited by the FCC Rule, approval of the location, height, materials and other features regarding the appearance of any antenna/satellite that does not meet the stated criteria shall be submitted in accordance with these Residential Rules and Design Guidelines.

All other antennas, not addressed above, are prohibited.

6.3.7 *Awnings.* Approval is required. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence. See Section 6.3.48, Overhangs/Awnings – Cloth or Canvas.

6.3.8 *Balconies*. See Section 6.3.20, Decks.

6.3.9 *Barbecue/Gas Grills*. Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

6.3.10 *Basketball Backboards*. Approval is not required, subject to the following limitations. No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed if the following guidelines are met:

6.3.10.1 Portable units cannot be placed in the public right of ways, streets, sidewalks or street lawns;

6.3.10.2 Location must be at least half of the length of the driveway away from the street,

6.3.10.3 Portable basketball backboards may not be permanently located inside yards or back yards,

6.3.10.4 Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours.

6.3.11 *Birdbaths*. See Section 6.3.77, Statues or Fountains.

6.3.12 *Birdhouses and Bird Feeders*. Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Lot. A birdhouse or bird feeder, which is mounted on a pole, may not exceed seven (7) feet in height.

6.3.13 *Boats*. See Section 6.3.89, Vehicles.

6.3.14 *Carports*. Approval will not be granted.

6.3.15 *Chickens*. Approval is not required to keep chickens on the Lot provided the keeping of chickens complies with all municipal code requirements of the Town, Colorado, and there is an ARC approved chicken coop on the Lot (see Section 6.3.16, Chicken Coops). Chickens may not be kept inside any Residential Unit.

6.3.16 *Chicken Coops*. Approval is required. The chicken coop must comply with the following; Chicken coop structures must comply with all municipal code requirements of the Town of Severance, Colorado. The chicken coop must be located in a fenced back yard. Chicken coops must be installed at ground level and must not be visible above the fence. Chicken coops must also match the colors and materials of the exterior or the house. Limit of one chicken coop per Lot.

6.3.17 *Clothes Lines and Hangers*. Approval is not required, subject to the following limitations. Clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a Lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

6.3.18 *Cloth or Canvas Overhangs*. See Section 6.3.48, Overhangs/Awnings – Cloth or Canvas.

6.3.19 *Compost*. Approval is not required provided the compost container is not visible to adjacent properties and odor must be controlled. Underground composting is not allowed.

6.3.20 *Decks*. Approval is required. The deck must be constructed of redwood or composite type decking products and approved by the ARC. The appropriate Town permits are also required. The decking material must be either wood in color or of a color that matches one of the exterior paint colors or the masonry on the home. The deck should be located so as not to obstruct or greatly diminish the view for adjacent Lot Owners.

All deck columns shall be integrated into the architectural style/character of the home. Covered decks shall be compatible with the architectural style of the home through roof form integration, column design, and railing details. Supporting posts and columns associated with all covered decks or those more than thirty (30) inches above grade shall be a minimum eight (8) inches by eight inches unless grouped (two or more 4"x4" posts) or enhanced with a masonry base. When possible, matching the column style present on the front of the home is preferred.

Decking that is less than thirty (30) inches above grade of the Lot, may utilize a lattice skirting provided the skirting is made of redwood minimum one-half (½) inch thick boards and stained or painted to match the remaining portions of the deck. Decks may not be more than twenty five (25) percent of the entire rear yard of the Lot unless otherwise approved by the ARC. Construction shall not occur over easements or beyond the side plane of the home and must be set back a minimum of ten (10) feet from the rear Lot line or as dictated by zoning. No decks with abutting rear Lot lines shall be within thirty (30) feet of each other at any point.

Owners must periodically maintain the deck, including but not limited to, fading, warping, etc.

6.3.21 *Dog Houses*. Approval is not required provided the dog house complies with the following; Dog house structures may not be larger than ten (10) square feet with a maximum height of four (4) feet to the peak of the roof. The dog house must be located in a fenced back yard or dog run. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Lot.

6.3.22 *Dog Runs*. Approval is required. Dog runs must be located in the rear or side yard, abutting the home and substantially screened from view by planting fast-growing or mature trees, shrubs or perimeter fencing. Dog runs must be a minimum five (5) feet from side Lot lines and

twenty (20) feet from the back property line. No dog runs will be allowed which abut against a bordering Lot Dog runs will be limited to two hundred (200) square feet. Dog run fencing requirements can be referenced below in Section 6.3.28.2. Covers (e.g., tarps, sheets, blankets, etc.) on dog runs are not allowed. Barking must be controlled per these Residential Rules and Design Guidelines. Dog runs must be cleaned and maintained regularly to eliminate any odors, flies, or disease hazards to neighbors.

6.3.23 *Doors*. Approval is not required for an already existing main entrance door to a home or an Accessory Building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

6.3.23.1 *Storm Doors*. Approval is not required for storm doors as long as the door is complimentary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.

6.3.23.2 *Security Doors and Windows*. All security or security-type doors and windows must be approved prior to installation.

6.3.24 *Drainage*. These Residential Rules and Design Guidelines require that there be no interference with the established drainage pattern over any Lot. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior (or in some cases, immediately following) conveyance of title from the home builder to the Owner. When installing your landscaping ensure all grades and flow patterns conform to the homebuilder's design and recommendations. All drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the Lot line, on the Owner's Lot, to allow for absorption. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be allowed.

6.3.25 *Driveways*. Approval is required for any changes or alterations to driveways; this includes construction of a pull-off area to the side of the driveway and/or concrete driveway extensions. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.

6.3.26 *Evaporative Coolers*. See Section 6.3.5, Air Conditioning Equipment.

6.3.27 *Exterior Lighting*. See Section 6.3.44, Lights and Lighting.

6.3.28 *Fences*.

6.3.28.1 *General Statement*. Fences constructed by the Developer, Builder or District along or abutting Lot lines, arterial streets, collector streets, and local streets may not be removed, replaced, painted a different color or altered, including, adding a gate, without approval of the ARC.

- A. If any such fences constructed by the Developer or Builder which are located upon an Owner's Lot are damaged or destroyed by the Owner, the Owner shall repair or recondition the same at the Owner's expense.
- B. Some fences may be located upon property owned by the District and, if so, shall not be altered in any way.

6.3.28.2 *Fence Designs*. All fences require approval of the ARC.

- A. Fences installed by the Owner will be located in the rear or side yard along Lot lines. Fencing along and adjacent to Lot lines, streets and District tracts shall be four (4) feet high, 3 rail white vinyl fencing. The Owner may install a wire mesh to the inside of the fence to restrain pets. The wire mesh must have a vertical 2"x4" rectangular opening pattern. Gates are preferred to be four (4) feet wide, but may be wider if conditions warrant, and may not exceed ten (10) feet in total width if using double gates.
- B. Double fencing of Lot lines is not permitted. Fences must be placed on the side of the Lot line of the Owner doing the installation. If two Owners are co-installing the fence it may be located directly on the Lot line.
- C. Privacy fencing is highly discouraged but may be proposed within the landscaping plans for small sections such as trash/garbage enclosures or dog runs. Fencing around privacy areas abutting the home and not adjacent to Lot lines may be five (5) feet in height, six (6) inch wide slat, white vinyl fencing. All fence slats are required to be placed tightly side by side, shadow box type fencing will not be allowed. The intention is to ensure the openness of the development with uninterrupted sight lines to all neighboring properties.
- D. Fencing for Dog Runs shall be (six) 6 inch wide vertical slat, white vinyl fencing. A minimum of four (4) feet in height and a maximum of five (5) feet in height or four (4) feet in height, three (3) rail white vinyl fencing with two (2) inch by four (4) inch rectangular opening wire mesh referenced in subsection A above.

6.3.28.3 *Additional Fence Requirements*.

- A. Fence sections which front any public street, another front yard, common walkway, greenbelt, park or non-urban area must be constructed so that the side of the fence which is generally accepted as being the most "finished" side faces out. The most effective

method of accomplishing this is to construct the entire fence with the “finished” side out.

- B. The ARC will require a transitional section of fencing, as applicable, where a fence adjoins a fence of any lesser height, for symmetry and aesthetics.
- C. No electric fences are permitted (other than pet containment fencing installed below grade).
- D. It is important to remember that certain drainage patterns may exist along, or under, proposed fence locations. When constructing a fence, be sure to provide for adequate space between the fence and the ground to accommodate drainage.
- E. When making a submittal for fencing, include the style and height of the fence, and all other descriptive details and a plot plan with the location of the fence clearly marked.

6.3.28.5 *Prior Approved Fencing*. To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines, such fencing will be required to be compliant with this Section 6.3.28 at such time as the fence is replaced, or whenever any repair is required or made to more than twenty five (25) percent of the existing fencing material.

6.3.29 *Fire Pits*. Approval is required for all permanent or built-in structures. Approval is not required for portable units.

6.3.30 *Firewood Storage*. Approval is not required for storage of one (1) cord or less of wood. All firewood must be located in the side or rear yard, must be neatly stacked, must not be located so as to block established drainage patterns and may not be visible from a street or the ground level of any other Lot. All other wood must be stored in an approved enclosure, or “screened” from view.

6.3.31 *Flags/Flagpoles*. Approval is required for any freestanding flagpole. Approval is not required for flagpoles mounted to the front of the residence. However, under no circumstance may the height of any flagpole exceed the height of the roofline of the residence on the Lot. Flag size cannot exceed five (5) feet by three (3) feet.

6.3.32 *Garage Sales*. Approval is not required. No garage, patio, porch or lawn sale shall be held on any residential site/lot except that the Owner of any such residential site may conduct such a sale for up to three (3) consecutive days not more than three times in any calendar year if (a) the items sold are only his own furniture and furnishings, not acquired for purposes of resale; (b) such sale is held at such time and in such manner as not to unreasonably disturb any other resident of the area; and (c) such sale is held in full compliance with the requirements of all applicable law.

In order to maintain the highest level of Property appearance, all signage for garage sales held as permitted above must be freestanding; no posts may be driven into the ground. All signs must be uniform in size and color and must make it easy for those traveling the Property visiting garage sales to locate the homes having the garage sales. Signs found not meeting the above criteria may be removed. Signs shall be removed within one day after the garage sale is finished and all remaining items disposed of or stored out of view.

6.3.33 *Garbage Containers and Storage Areas.* See Section 6.3.84, Trash Containers, Enclosures and Pickup.

6.3.34 *Gardens – Flower or Vegetable.* Approval is not required for flower or vegetable gardens that do not exceed one thousand (1000) total square feet. All flower gardens must be weeded, cared for and maintained. Vegetable gardens shall be located in the rear or side yard.

6.3.35 *Gazebos.* Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.

6.3.36 *Grading and Grade Changes.* See Section 6.3.24, Drainage.

6.3.37 *Greenhouses.* Greenhouses are not allowed.

6.3.38 *Hanging of Clothes.* See Section 6.3.17, Clothes Lines and Hangers.

6.3.39 *Hot Tubs and Jacuzzis.* Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent Lot Owners and that it does not create an unreasonable level of noise for adjacent Lot Owners. In some instances, additional plant material, around the hot tub, may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis, and may require additional plant material screening.

6.3.40 *Irrigation Systems.* Saddle Ridge has a non-potable irrigation water supply system that is separate from the potable domestic home supply system. The Owner must ensure that the irrigation installer hooks up the irrigation system to the non-potable system only. Cross connections to the potable system are not allowed, are a violation of Colorado law and may result in significant penalties from the District. Otherwise approval is not required for underground automatic irrigation systems. Such systems may require approval through the Town and shall comply with any applicable Town codes. All Lots must have an underground automatic irrigation system installed with the landscape. All irrigation systems should be designed by a landscape architect, designer or irrigation specialist to ensure water management and plant growth. The irrigation system must be designed so that water does not cross Lot lines and so the irrigation system is in complete compliance with the individual home's soil report recommendations, specifically with regard to the no-irrigation zone at the edge of the home's building foundation.

6.3.41 *Kennels*. Kennels or the breeding of animals is not allowed.

6.3.42 *Landscaping*. Approval is required. All Owners must comply with any applicable landscaping requirements of the Town and Saddler Ridge PUD. Landscaping plans must be in accordance with the specifications shown in Schedule 1, and the approval of such plans shall be obtained prior to the installation of landscaping. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

6.3.42.1 *General*. The Lot landscaping should be designed to create a coherent environment which complements the overall Property. Plant material should relate to the scale and character used in the Property landscape areas and to the Lot Improvements. Particular attention should be paid to the functional aspects of planting design. Consideration should be given to the use of plants for screening, space definition, erosion control, glare reduction, dust control, and aesthetics. The use of drought tolerant plants is encouraged. This means that in the landscaping of each Lot, plant materials, irrigation systems and maintenance practices should be utilized to conserve water, wherever possible. It should be noted that if Xeriscape landscaping is selected a more traditional “green” appearance can still be achieved. See Section 6.3.99, Xeriscape.

Landscaping must consist of trees, shrubs, ornamental grasses, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. On Carriage Lots areas approved as “native grass areas” must be established but do not require automatic irrigation.

Other than in defined tree lawn areas, shade or ornamental trees (deciduous), plantings may not be installed closer than six feet (6’) from the Lot line.

In the case of evergreen trees (conifer), plantings may not be installed closer than ten feet (10’) from the Lot line. Thorny plants shall not be located within ten (10) feet of sidewalks or walkways.

Planting beds must be separated from turf by edging.

Artificial Turf is permitted only in the rear yard, as more fully set forth in Schedule 1.

Where curb, gutter and walks exist, landscaping in the Street/Tree lawn area shall require one shade tree per every 40 feet of frontage in the front of the house and on Lots that abut a street on the side of the house. In all cases turf grass shall be installed as the standard to facilitate the egress by the passenger from vehicles parked in the street and to facilitate snow removal from the street. Plans utilizing xeriscape shall be limited to low profile plantings designed to allow vehicle passenger egress.

6.3.42.1 *Landscape Installation Schedule*.

- A. Landscaping of all yards shall be completed within one year after closing on the home.

- B. The Owner shall install and thereafter maintain landscaping on their Lot, including the area between the sidewalk and curb of the street, also known as the Street/Tree lawn area, if present.

6.3.42.2 *Landscape Maintenance.* Each Owner shall maintain all landscaping on such Owner's Lot in a neat and attractive condition, including mowing, periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping. This applies to the front, back, and side yards as well as the Street/Tree lawn area.

6.3.42.3 *Landscaping with the Presence of a Wastewater Grinder Pump.*

- A. Landscape materials (rock, mulch, dirt) must be clear from the grinder pump lid and vent to ensure proper venting is established at all times. The pump must NOT be located in a low point of your landscaping where water could drain into or collect around the pump. If a riser must be purchased and installed due to the User not following the landscaping instructions for proper venting, the costs incurred will be the sole responsibility of the user.
- B. When adding plantings/vegetation into your landscaping plans, be mindful of not only its proximity to the pump but also its size and full growth potential. A clear path for access to the pump lid and alarm panel must be maintained at all times.
- C. Decorative rock covers may be placed over the grinder pump to hide the lid from visibility. The cover must also include a vent to ensure proper air circulation.

6.3.43 *Latticework, Trellis, Arbors.* Approval is required for any type of installation of latticework, trellis or arbor. Adequate framing is required. The inside height of a proposed arbor or trellis must not exceed eight (8) feet, six (6) inches. Considerations will include, but may not be limited to, height, color and material. Arbors must be complementary to the residence. Professionally prepared plans for arbors are highly encouraged to expedite the approval process, otherwise a photograph or catalog picture must be provided.

6.3.44 *Lights and Lighting.* Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting and style as originally installed. Approval is required to modify or add exterior lighting. Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.). Considerations will include, but may not be limited to, the visibility, style and location of the fixture.

Exterior lighting for security and/or other uses must be directed toward the ground and house, whereby the light cone stays within the Lot boundaries and the light source does not cause

glare to other properties (bullet type light fixtures are recommended). Lighting shall be of low voltage to minimize glare onto neighboring properties and the street.

Ground lighting along walks must be maintained in a working and sightly manner. Low-voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.

The addition of a front yard light post will be allowed with approval, subject to the following:

- A. The light must be conservative in design and be as small in size as is reasonably practical.
- B. Wooden standards with dark colored lighting fixtures should be used so as to be less obtrusive.
- C. The light post should match or complement the architecture of the home in design, size, color, and finish along with any existing light fixtures.
- D. Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboring properties and the street and should be integrated into the natural or architectural features of the site.
- E. Light or lamp posts shall not be erected higher than 6' feet from ground level, unless approved by the ARC.

Holiday lighting and decorations do not require approval. It is required that they not be installed more than thirty (30) days prior to the holiday. They shall be removed within thirty (30) days following the holiday. Clips used for holding holiday lighting cords may remain permanently affixed provided they blend in with the façade they are attached too.

6.3.45 *Mailboxes*. Individual mailboxes are not allowed.

6.3.46 *Maintenance of Property*. No Lot shall be permitted to fall into disrepair including, but not limited to, missing shingles, failure to maintain landscaping, worn and/or falling fencing and other damage to any Lot. All Lots, including Improvements and landscaping thereon, shall be kept and maintained by the Owners thereof in a clean, safe, attractive and in good condition. No trash, litter, junk, boxes, containers, bottles, cans, furniture, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction. Lawns must be watered and maintained. Houses must be painted and repaired.

6.3.47 *Ornaments/Art – Landscape/Yard*. See Section 6.3.77, Statues or Fountains.

6.3.48 *Overhangs/Awnings- Cloth or Canvas*. See Section 6.3.50, Patio Covers.

6.3.49 *Painting*. It is recommended that all residences be painted on a regular schedule to avoid chipping and peeling. Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval by the ARC prior to the commencement of such painting and must conform to the natural setting and general scheme of the Property. The ARC reviews each submission and approves or disapproves at its discretion.

The ARC recommends submitting your Design Review Request form well in advance of the intended painting date as ARC reviews may take up to 45 days, as provided for in Section 2.4 of these Residential Rules and Design Guidelines.

Submit the Design Review Request form with your color samples and a general description (or photographs) of the colors of the next two (2) houses on either side of your home, and the house directly across the street from your home. The submitted paint schemes must be different from neighboring residences and the exterior colors submitted are encouraged to feature the following tones:

- A. Neutral – a color that is not bright and strong; having a color that does not attract attention.
- B. Natural – a color inspired by the hues of nature.
- C. Muted – a subdued or softened color, not bright.
- D. Earth Tone - a color palette of browns, tans, and warm grays; muted and flat in an emulation of the natural colors.

Evaluation criteria for approval of the color palette includes, but is not limited to:

- A. The colors in the palette submitted work well together.
- B. Generally bright, vibrant primary and secondary colors are not permitted except as tasteful and limited accent colors. This includes pinks, oranges, reds, yellows, violets, and similar colors.
- C. Black is not permitted as a primary color.
- D. Distressed style exterior finishes, defined as finishes which give a weathered or damaged appearance, are not permitted.
- E. Monochromatic or excessive multi-hued (i.e. Victorian) submissions will generally not be approved.
- F. No more than four colors may be used including stained wood (i.e. body, trim and accent).

Garage doors are to be the same color as the siding or trim of the residence, unless otherwise requested and approved by the ARC. Outlining the garage door panels in a contrasting color or in a checkerboard design is not permitted.

All roof vent caps, louvers, plumbing stacks, chimney flashing, valley flashing, and similar features, are to be painted a color not in contrast with the color of the roofing.

Most homes have multiple tone paint schemes (e.g., body color, trim color and accent color for shutters and doors). New colors submitted should preserve this multiple tone scheme.

Color selections may be submitted to the ARC in the form of manufacturer's paint chips. Please indicate which color chips are for trim, body and accent (doors and shutters) color.

In general, after approval, only those areas that are painted may be repainted and only those areas that are stained may be re-stained; unpainted and unstained areas (such as brick or stone) shall remain unpainted and unstained.

6.3.50 *Patio Covers*. Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

6.3.51 *Patios – Enclosed*. See Section 6.3.3, Additions and Expansions.

6.3.52 *Patios – Open*. Approval is required. Open patios must be an integral part of the landscape plan. In some instances, additional plant material, around the patio, may be required for screening or integration into the landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence. Patios may not be more than twenty-five (25) percent of the entire rear yard of the Lot unless otherwise approved by the ARC.

6.3.53 *Paving*. Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

6.3.54 *Pipes*. See Section 6.3.87, Utility Equipment.

6.3.55 *Play Structures and Sports Equipment*. Approval is required for all permanent structures. A minimum five (5) foot setback from the Lot line, is required for trampolines, swing sets, fort structures, etc. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of pressure treated or other weather resistant materials. All play equipment must be maintained in a good and sightly manner. Height of any play structure or sports equipment may not exceed twelve (12) feet.

6.3.56 *Playhouses*. Approval is not required if a structure is less than thirty (30) square feet and less than six (6) feet high, from highest point to the ground.

6.3.57 *Poles*. See Section 6.3.31, Flags/Flagpoles and Section 6.3.87, Utility Equipment.

6.3.58 *Ponds and Water Features*. Approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

- A. Must be integrated into landscape scheme.
- B. Setback shall be a minimum of five (5) feet from all Lot lines.
- C. Must not affect existing drainage on the Lot or off the Lot.
- D. Must be maintained at all times.
- E. The maximum height of all fountain/pool elements and their spray is not allowed to be higher than four (4) feet from the ground plane.

6.3.59 *Pools*. Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent Lot Owners (i.e. screened with plant material). Above ground pools are prohibited. One (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter and placed in the rear yard is permitted on a temporary basis without prior approval. See Section 6.3.39, Hot Tubs and Jacuzzis.

6.3.60 *Radio Antennae*. See Section 6.3.6, Antennae/Satellite Dishes.

6.3.61 *Radon Mitigation Systems*. Approval is not required provided the equipment must be painted a color similar or generally accepted as complimentary to the exterior of the house. All equipment shall be installed so as to be screened from view.

6.3.62 *Roofing Materials*. Approval is required for all roofing materials other than those originally used by the builder. All buildings constructed on a Lot should be roofed with the same or greater quality and type as originally used by the builder. Rich, natural roof colors are required. Metal roofing material may be approved as an accent in some locations, but must be approved by the ARC and must not exceed fifteen percent (15%) of the total roofing material. The color and style of the metal roofing material should complement the home's exterior design, roof, trim and siding colors, and the overall look and feel of the home and the surrounding environment.

Approval is not required for repairs to an existing roof with the same building material and color that exist on the building.

6.3.63 *Rooftop Equipment*. See Section 6.3.74, Solar Energy Devices.

6.3.64 *Satellite Dishes*. See Section 6.3.6, Antennae/Satellite Dishes.

6.3.65 *Saunas*. See Section 6.3.2, Accessory Buildings.

6.3.66 *Screen Doors*. See Section 6.3.23, Doors.

6.3.67 *Seasonal Decorations*. See Section 6.3.44, Lights and Lighting.

6.3.68 *Sewage Disposal Systems/Septic Systems (Individual)*. Individual sewage disposal systems/septic systems are not allowed.

6.3.69 *Sheds*. See Section 6.3.2, Accessory Buildings.

6.3.70 *Shutters – Exterior*. Approval is required. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the “accent” color of the home (typically the same as the front door or other accent details).

6.3.71 *Siding*. Approval is required. Vinyl siding will not be allowed.

6.3.72 *Signs*. Except as provided herein, signs no more than 36” by 48” in size each may be displayed on a Lot without approval. Notwithstanding the above, Commercial Signs may be displayed on a Lot in accordance with the following. Commercial Signs are defined as signs that carry a message making or intended to make a profit, or advertising for the same purpose. The following Commercial Signs may be displayed:

- A. One for sale or for rent sign per Lot, no larger than 3’ by 2’, may be placed on a Lot during the marketing period of that Lot. Such sign must be removed upon sale or rent of the Lot.
- B. If work is actively being done on a Lot by a contractor engaged by the Owner of the Lot, one Commercial Sign than of the contractor doing such work, no larger than 3’ by 2’, may be displayed on the Lot during the time work is being performed or 60 days, whichever is less.

6.3.73 *Skylights*. Approval is required. Bubble type skylights are prohibited. Skylight glazing must be clear, solar bronze, or white.

6.3.74 *Solar Energy Devices*. Approval is required (excluding landscape lighting) in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don’t significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38- 30-168, which governs the review and the Owner’s installation of such devices.

6.3.75 *Spas*. See Section 6.3.39, Hot Tubs and Jacuzzis.

6.3.76 *Sprinkler Systems*. See Section 6.3.40, Irrigation Systems.

6.3.77 *Statues or Fountains.* Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in height from the highest point, including any pedestal. Approval is required if the statue or fountain is proposed for the front yard. Statue or fountain location in the front yard should be located close to the main entrance of the house.

6.3.78 *Storage Sheds.* See Section 6.3.2, Accessory Buildings.

6.3.79 *Sunshades.* See Section 6.3.50, Patio Covers.

6.3.80 *Swamp Coolers.* See Section 6.3.5, Air Conditioning Equipment.

6.3.81 *Swing Sets.* See Section 6.3.55, Play Structures and Sports Equipment.

6.3.82 *Television Antennae.* See Section 6.3.6, Antennae/Satellite Dishes.

6.3.83 *Temporary Structures.* Approval is not required. No structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot. However, during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials or waste may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any structure or other Improvements shall be diligently pursued from the commencement thereof until the completion.

6.3.84 *Trash Containers, Enclosures, and Pick Up.* Approval is required for any trash or garbage enclosure and should be in a location abutting the rear or side of the home. The enclosure should be constructed of either of white vinyl vertical slat fencing not to exceeding 5 feet in height (See Section 6.3.28) or material matching the color and style of the home. Trash enclosures will be limited to twenty-five (25) square feet. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, or debris of any kind may not be kept, stored or allowed to accumulate on any Lot except in sanitary containers or approved enclosures. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All garbage or trash cans or receptacles shall be stored out of sight (except that a container for such materials may be placed outside at such times as may be necessary to permit garbage or trash pickup.) Trash containers may be placed on the street for pickup after 5:00 p.m. on the evening prior to the day that such trash is to be picked up. Trash containers must be properly stored the evening of pickup.

6.3.85 *Tree Houses.* Tree houses are not allowed.

6.3.86 *Tree Lawn.* All residence's landscape maintenance responsibility extends from the rear yard to the back of the concrete curbing at the street, even though the area between the walk and curb is within the street right-of-way. Therefore, Owners are responsible for the maintenance of the street/tree lawn area (the area between the sidewalk and street). Owners are not permitted to alter plant material installed by the Builder or Developer in street/tree lawn area, except to replace dead plant material with like material, or as otherwise approved in writing by the ARC. This

includes no addition of shrubs, perennials, annual flowers, ground cover or hardscape materials within this street/tree lawn area other than for replacement of like material.

6.3.87 *Utility Equipment.* Approval is required for installation of utilities or utility equipment. Pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure or conduit.

6.3.88 *Vanes.* See Section 6.3.94, Weather Vanes and Directionals.

6.3.89 *Vehicles.* The garage area and driveway of each Lot should first be fully used for the parking of vehicles before any street parking is done. However, notwithstanding the foregoing, street parking is not restricted by this Section 6.3.89. Vehicles shall not be parked on landscaped areas (i.e., rock, sod, mulch, plants, etc.) without the prior written approval of the ARC.

6.3.89.1 *Recreational and Commercial Vehicles.* All types of “Recreational Vehicles, including but not limited to tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers, snow mobiles, race cars, golf carts and house trailers (collectively “Recreational Vehicles”) are prohibited from parking anywhere on a Lot unless entirely within an enclosed garage, approved Accessory Building, or specific areas, if any, which may be designated by ARC. Notwithstanding the foregoing, and highly discouraged, small Recreational Vehicles (such as a small utility trailer) may be parked on Lots on the rear or side of the home, as long as the small Recreational Vehicle is fully screened from view from the ground level of adjacent Lots or streets by man-made screening and/or landscaping, as approved by the ARC. Notwithstanding the above, the foregoing may be parked or stored for the “temporary expedient of unloading, delivery or emergency.” Parking for three (3) overnights or seventy-two (72) hours during a seven (7) day period for loading and unloading is allowed. Parking of a Recreational Vehicle for a period of time in excess of seventy-two (72) hours in a seven (7) day period is prohibited.

Periodic movement of the vehicle for purposes of circumventing this standard shall not qualify the vehicle for exception from this standard. No Recreational Vehicle shall be parked, kept, stored or maintained on or adjacent to any open space area within the Property, except while temporarily engaged in loading or unloading of trucks or Recreational Vehicles not to exceed more than one (1) consecutive day. Vehicles in violation hereof may be subject to ticketing and/or towing at Owner’s expense, as provided herein or by applicable law.

The purpose of the seventy-two (72) hours is to load and unload, not to provide storage/parking for the Recreational Vehicle. Recreational Vehicles must be stored/parked in the garage, Accessory Building, or as otherwise permitted, or offsite.

All requests to store Recreational Vehicles on Lots must be approved by the ARC and will only be considered after submission and review of Recreational Vehicle type and size, location and screening approach as to ensure the aesthetics and openness of the

development. Standards vary per location and will be approved or declined on an individual basis.

No more than two (2) “Commercial Vehicles,” defined as vehicles used primarily for commercial purposes and/or vehicles with commercial writing or logos on their exteriors, and which are no larger than can fit on the driveway without extending onto the adjacent sidewalk or streets, are permitted to be parked on the driveway of a Lot, if such Commercial Vehicle is regularly driven and otherwise is in compliance with the Governing Documents. No vehicles may be parked on a driveway if the same extends onto the adjacent sidewalk or street. The restrictions contained in this paragraph shall also not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property, or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency.

6.3.89.2 *Stored Vehicles.* Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted on the Property except within an enclosed garage or an Accessory Building. “Inoperable, unused or unregistered” vehicles (legally or mechanically) shall also mean any automobile, truck, motorcycle, motorbike or Recreational Vehicle which has not been driven under its own propulsion or has not been moved outside of the Property for a period of two (2) weeks or longer. The foregoing restriction shall not include otherwise permitted vehicles parked by Owners while on vacation or during a period of illness. For purposes of this Section, the ARC may determine whether a vehicle is considered “stored”.

6.3.89.3 *Vehicle Maintenance and Repair.* No activity, including maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on the Lot unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining Lots. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of any and all necessary safety measures, precautions and ventilation. However, the foregoing restrictions shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incident and necessary to such washing and polishing.

6.3.90 *Vents.* See Section 6.3.63, Rooftop Equipment.

6.3.91 *Walls.* See Section 6.3.28, Fences.

6.3.92 *Walls, Retaining.* Approval is required. Front yard retaining walls shall not exceed thirty (30) inches in height. In the side yard, retaining walls up to thirty (30) inches high, with a planted slope above the wall, may be constructed with approval of the adjoining Lot Owner, if appropriate, and approval of the ARC. In no event shall rear yard retaining walls exceed four (4) feet in height unless installed by the Builder or Developer. All retaining walls shall comply with applicable Town requirements and not materially alter the drainage patterns on the Lot or adjacent

properties. Retaining walls shall be constructed with boulders, stone, brick or split face modular concrete block facing units and installed per manufacturer instructions.

New or old creosote treated timber railroad ties are prohibited.

6.3.93 *Wastewater Pumps*. The Lots provided below have an installed Environmental One grinder pump (“E-One Pump”) for the purpose of collecting and pumping wastewater to a wastewater treatment facility. The E-One Pump or similarly purposed unit (each a “Wastewater Pump”) and associated alarm panel are owned and maintained by the District.

The District has nonexclusive easements for the purpose of installation, operation, maintenance, repair, and replacement of the Wastewater Pump pursuant to the terms of the Easement Deed, recorded with the Weld County Clerk and Recorder on March 20, 2015, at reception number 4089039, and additional easement agreements as may be recorded from time to time (the “Easement Deed”). The Easement Deed provides the District an easement within a five-foot radius around the Wastewater Pump lid, in addition to an access easement to the Wastewater Pump monitor (the “Easement Area”). The Easement Deed additionally provides the District the right of ingress and egress over and across the Owner’s Lot adjacent to the Easement Area for the purposes stated above.

Lot Owners are not permitted to construct or place any structure or fixture, including fence enclosures, whether temporary or permanent, or any plant, shrub or other landscaping feature including irrigation improvements on any part of the Easement Area without the express written permission of the District. Any property or structure placed upon or within the Easement Area which materially interferes with the use of the easements may be removed by the District at the Lot Owner’s expense.

An instructional user guide for a Wastewater Pump has been provided to each Lot Owner. Additional copies may be requested from the Board or management company. If the Board determines that the need for maintenance, repair, or replacement of a Wastewater Pump or its alarm panel is caused through the willful or negligent act of any Lot Owner, or occupant or their family, guests, lessees, or invitees, then the District may assess the cost of any such maintenance, repair, or replacement against the Lot as allowed by Section 7.4.3 of the Declaration.

Requests for service to a Wastewater Pump or alarm panel are to be directly reported to and handled by the designated agent. Third party pump/panel repairs not specifically approved by the designated agent will not be reimbursed and the Lot Owner will be liable for damages.

Lots with an installed Wastewater Pump:

3941 Roper Trail	2541 Branding Iron Drive	2644 Cutter Drive
3951 Roper Trail	2542 Branding Iron Drive	2645 Cutter Drive
3961 Roper Trail	2543 Branding Iron Drive	2646 Cutter Drive
3971 Roper Trail	2544 Branding Iron Drive	2647 Cutter Drive
3981 Roper Trail	2545 Branding Iron Drive	2648 Cutter Drive
3991 Roper Trail	2546 Branding Iron Drive	2649 Cutter Drive
3800 Bridle Ridge Cir	2547 Branding Iron Drive	2651 Cutter Drive
3802 Bridle Ridge Cir	2548 Branding Iron Drive	2652 Cutter Drive
3803 Bridle Ridge Cir	2549 Branding Iron Drive	2653 Cutter Drive
3804 Bridle Ridge Cir	2550 Branding Iron Drive	2655 Cutter Drive
3805 Bridle Ridge Cir	2551 Branding Iron Drive	2657 Cutter Drive
3806 Bridle Ridge Cir	2640 Branding Iron Drive	2659 Cutter Drive
3807 Bridle Ridge Cir	2641 Branding Iron Drive	2660 Cutter Drive
3808 Bridle Ridge Cir	2642 Branding Iron Drive	2661 Cutter Drive
3809 Bridle Ridge Cir	2643 Branding Iron Drive	2663 Cutter Drive
3810 Bridle Ridge Cir	2889 Branding Iron Drive	2664 Cutter Drive
3811 Bridle Ridge Cir	2879 Branding Iron Drive	2665 Cutter Drive
3812 Bridle Ridge Cir		2667 Cutter Drive
3814 Bridle Ridge Cir		2668 Cutter Drive
3816 Bridle Ridge Cir		2669 Cutter Drive
3818 Bridle Ridge Cir		2671 Cutter Drive
3820 Bridle Ridge Cir		2673 Cutter Drive

6.3.94 *Weather Vanes and Directionals.* Approval is required.

6.3.95 *Wind Electric Generators.* Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124 and any regulations of the Colorado Public Utilities Commission.

6.3.96 *Windows Replacement.* Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

6.3.97 *Windows: Tinting, Security Bars, Well Covers, etc.* Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval. Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted. Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

6.3.98 *Work Involving District Property.* Approval is required. Generally, driving vehicles including wheelbarrows across District property is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval

is requested and the Owner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the District property will be done by the District.

6.3.99 *Xeriscape*. Approval is required. Using drought tolerant plantings and other water conservation methods of landscaping is encouraged; however, the design must be approved. Xeriscape uses much less water than typical suburban residential landscape, but it does not mean that large areas of river rock or mulch will be allowed in place of green, growing plant material. A landscape that contains less than forty five (45) percent sod in the front and/or rear yards, or side yards wider than fifteen (15) feet shall be considered xeriscape.

SCHEDULE 1. LANDSCAPE DETAIL

To maintain the integrity and aesthetics of the Property, the following landscape standards have been adopted. The lot landscaping should be designed to create a coherent environment which complements the overall Property. Plant material should relate to the scale and character used in the Property landscape areas and to the lot improvements. Particular attention should be paid to the functional aspects of planting design. Consideration should be given to the use of plants for screening, space definition, erosion control, glare reduction, dust control, and aesthetics.

PLANT MATERIAL

Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation (except for native grass areas on a Carriage Lot, which shall not be required to use automatic irrigation). In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10') from the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs. Owners will be required to choose plant materials that would be considered conventional for the northern Colorado environment. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

All plant material shall be installed in the following minimum sizes:

- Deciduous trees - 2.5" caliper
- Ornamental trees - 2" caliper
- Evergreen trees - 6' height minimum
- Shrubs - 5 gallon container (Ornamental grasses (1 gallon) may be substituted for shrubs at a ratio of 3:1)
- Mulch – 1 cubic yard per 80 sq. feet and at a 4" depth
- Rock or Stone Mulch natural colors only – 3/4" minimum to cobble size, minimum 3" depth Groundcover (excluding mulch), annuals, and perennials - no restrictions

*Thorny plants shall not be located within ten (10) feet of sidewalks or walkways.

*Planting beds must be separated from turf by edging.

LANDSCAPE GUIDELINES FOR STANDARD LOTS

FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing walls is defined as the front yard.

SIDE YARD

The side yard is the portion of the Lot between the building, side property line, rear of building and behind the front fence wing walls.

REAR YARD

The rear yard is that portion of the Lot between the rear property line and the rear of the building.

TREE LAWN

Landscaping in the streettree lawn area (the area between the sidewalk and the street) shall require one shade tree per every 40 feet of frontage in the front of the house and on lots that abut a street on the side of the house. In all cases turf grass shall be installed as the standard to facilitate the egress by the passenger from vehicles parked in the street and to facilitate snow removal from the street. Plans utilizing xeriscape shall be limited to low profile plantings designed to allow vehicle passenger egress. The street/tree lawn area trees will be counted toward the minimum requirement.

STANDARD OPTION

FRONT YARD

Turf Requirement:

- 25% min / 40% max
- Artificial Turf is not allowed.

Plant Material Requirement:

- 20 shrubs, 4 deciduous (shade) trees, 1 evergreen tree, 2 ornamental trees

SIDE YARD

Internal Side Yards: May be covered in rock, no plant material is required but mulches are needed for stability.

External Side Yards: On corner lots exposed to public view, they shall be landscaped with turf, shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

REAR YARD

Natural turf shall be limited to no more than 45% of the area to be landscaped.

Artificial turf is allowed in the rear yard.

IRRIGATION

All landscaping shall include automatic irrigation.

XERIC OPTION

FRONT YARD

The xeric option may require review by the Town planning department.

Turf Requirement: No turf is required.

Rock and Inorganic Mulches: Limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick Pavers, Asphalt Pavers, and Natural Stone: Limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

- Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved CMU.
- Berms – low earth berm 2.5 feet tall max, slopes not to exceed one foot rise for each 4 feet of run.
- Natural Boulders – 2 – two feet by three feet minimum.
- Lots in the eastern portion of the Property are required to have one tree in the street/tree lawn area.

SIDE YARD

Internal Side Yards: May be covered in rock, no plant material is required but mulches are needed for stability.

External Side Yards: On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas and applying front yard standards. Lots in the eastern portion of the Property are required to have two trees in the street/tree lawn area.

REAR YARD

Turf or xeric landscaping is not required except when the rear yard at a corner lot is exposed to public view, then it shall be landscaped with turf or xeric landscaping.

Natural turf shall be limited to no more than 45% of the area to be landscaped.

IRRIGATION

All landscaping shall include automatic irrigation.

BED COVERAGE CALCULATIONS

_____ - 50% Bed Coverage Calculations

“X” = total square footage of rock and wood mulch area (Example 2,200 sf.) “X” times 50% = “Y”(2,200 times 50% = 1,100)

“Y” minus 100 sf. for each evergreen tree located in the shrub bed area = “Z” (2 evergreen trees, 1,100 minus 200 = 900)

“Z” divided by 16 sf = the total number of shrubs needed to meet the 50% bed coverage requirement. (900 divided by 16 = 56 shrubs required)

Shrubs = 5 gal containers minimum

Three 1 gal ornamental or perennial containers = 1 shrub

LANDSCAPE GUIDELINES FOR CARRIAGE LOTS

FRONT YARD

The area from the street to the front of the building and side yard fencing is defined as the front yard.

REAR YARD

The rear yard is that portion of the lot between the rear property line to the back edge of the front yard as defined above.

STANDARD OPTION

FRONT YARD

Turf Requirement:

- 10% min / 25% max
- Native grasses shall be limited to no more than 65% of the area to be landscaped.
- Artificial turf is not allowed.

Plant Material Requirement:

- 35 shrubs, 6 deciduous trees, 2 evergreen trees, 2 ornamental trees

REAR YARD

- Native grasses shall be limited to no more than 85% of the area to be landscaped.
- Artificial turf is allowed in the rear yard.

IRRIGATION

- All landscaping except native grasses shall include automatic irrigation.

XERIC OPTION

FRONT YARD

The xeric option may require review by the Town planning department. Standard listed are for areas outside of native grasses.

Turf Requirement: No turf is required.

Rock and Inorganic Mulches: Limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick Pavers, Asphalt Pavers, and Natural Stone: Limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

- Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved CMU.
- Berms – low earth berm 2.5 feet tall max, slopes not to exceed one foot rise for each 4 feet of run.
- Natural Boulders – 2 – two feet by three feet minimum.

REAR YARD

Turf or xeric landscaping is not required except when the rear yard at a corner lot is exposed to public view, then it shall be landscaped with turf or xeric landscaping.

IRRIGATION

All landscaping except native grasses shall include automatic irrigation.

BED COVERAGE CALCULATIONS

_____ - 50% Bed Coverage Calculations

“X” = total square footage of rock and wood mulch area (Example 2,200 sf.) “X” times 50% = “Y”(2,200 times 50% = 1,100)

“Y” minus 100 sf. for each evergreen tree located in the shrub bed area = “Z” (2 evergreen trees, 1,100 minus 200 = 900)

“Z” divided by 16 sf = the total number of shrubs needed to meet the 50% bed coverage requirement. (900 divided by 16 = 56 shrubs required)

Shrubs = 5 gal containers minimum

Three 1 gal ornamental or perennial containers = 1 shrub