

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DENMORE**

**THIS DECLARATION CONTAINS MANDATORY ARBITRATION PROVISIONS
THAT CANNOT BE AMENDED OR DELETED WITHOUT DECLARANT CONSENT**

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Tri Pointe Homes Holdings, Inc., a Delaware corporation (the “**Declarant**”), makes the following grants, submissions, and declarations:

RECITALS

A. Declarant desires to provide for the preservation and enhancement of property values, and opportunities in the Property, together with such additions as may hereafter be made to this Declaration, contributing to the personal and general health, safety and welfare of residents and for the maintenance of the District Property and Improvements, and for that purpose, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof.

B. Declarant intends that the Community created by this Declaration is to be exempt from the provisions of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, *et seq.*, because there is no mandatory association and there are no mandatory assessments created under this Declaration.

C. Pursuant to C.R.S. § 32-1-1004, by subjecting the Property to this Declaration, Declarant intends to empower Denmore Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado, that governs the Property (the “**District**”), to furnish covenant enforcement and design review services for the Property and to use revenues therefor that are derived from the Property.

DECLARATION

NOW, THEREFORE, Declarant declares that the Property and such additions as may hereafter be made are and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the land and be binding on all Persons having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his, her or its successors in interest, and the District, and its successors in interest.

ARTICLE 1. DEFINITIONS

The following terms shall have the following meanings when used, unless the context otherwise requires:

Section 1.1 Agencies. “Agencies” means the Government National Mortgage District (GNMA), the Federal National Mortgage District (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development, including the Federal Housing Administration (HUD), the Veterans Administration (VA) or any other governmental or quasigovernmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

Section 1.2 Annexable Property. “Annexable Property” means that certain real property described on Exhibit B attached hereto and incorporated herein by this reference.

Section 1.3 Board of Directors. “Board of Directors” or “Board” means the governing body of the District.

Section 1.4 Builder. “Builder” means an Owner other than Declarant that acquires a portion of the Property from Declarant and which is designated by Declarant as a Builder in a written instrument Recorded by Declarant.

Section 1.5 Building. “Building” means any building constructed in the Community.

Section 1.6 Community. “Community” means that certain real property described on Exhibit A, and any additions thereto pursuant to Section 9.1.1 hereof (any additions shall not be considered part of the Community until the procedures set forth in ARTICLE 9 have been completed).

Section 1.7 Declarant. “Declarant” means Tri Pointe Homes Holdings, Inc., a Delaware corporation, its successors and assigns, and any other Person(s) acting in concert, to whom the Declarant, by Recorded document, expressly assigns one or more of the Declarant’s rights under this Declaration (which shall be the extent of the Declarant’s rights to which such assignee succeeds).

Section 1.8 Declaration. “Declaration” means this instrument and any amendment or supplement thereto, which shall be effective upon Recording.

Section 1.9 Development Period. “Development Period” means the period of time ending on the date that is the earlier of (i) twenty (20) years after the Effective Date; or (ii) a date certain set forth in a notice signed and Recorded by the Declarant of the Declarant’s intent to terminate any reserved right as of such date.

Section 1.10 Development Rights. “Development Rights” means the following rights or combination of rights hereby reserved by the Declarant, as such Development Rights may be further described in this Declaration, to:

- 1.10.1 Add real estate to this Community, as provided in Section 9.1.1;
- 1.10.2 Subdivide or replat Lots, as provided in Section 9.1.2; or

1.10.3 Withdraw real estate from this Community, as provided in Section 9.1.3.

Section 1.11 Design Guidelines. “Design Guidelines” means a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any provisions of ARTICLE 8 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 8.2 of this Declaration.

Section 1.12 Design Review Committee. “Design Review Committee” or “DRC” means the committee established by the Declarant or the District to carry out the responsibilities of the DRC as outlined in ARTICLE 8 and elsewhere in this Declaration.

Section 1.13 District. “District” means Denmore Metropolitan District No. 3, as well as any other quasi-governmental entity or association to which the District may, from time to time, transfer or assign any or all of the rights and duties of the District under this Declaration. Each such assignment or transfer, if any, shall be effective upon Recording a document of transfer or assignment, duly executed by the then District.

Section 1.14 District Property. “District Property” means any real property owned and/or maintained by the District, together with all Improvements thereon and rights appurtenant thereto, and all personal property used in connection therewith. The District Property may generally include open space, certain private drives, entry signs and features, drainage improvements and facilities, described in this Declaration, or the Plat.

Section 1.15 District Property Improvements. “District Property Improvements” means any and all improvements located in, under, or upon District Property, which Improvements may include entryways, entryway monuments, drainage improvements, drainage facilities, greenbelts, open space, non-dedicated and private roadways.

Section 1.16 Effective Date. “Effective Date” means the date on which this Declaration is Recorded.

Section 1.17 Fine. “Fine” means any monetary penalty imposed by the District against an Owner due to a violation of the Governing Documents by such Owner or a Related User.

Section 1.18 Governing Documents. “Governing Documents” means this Declaration, any Design Guidelines adopted by the Declarant or the Board of Directors, any Rules adopted by the Board of Directors, and any other procedures or resolutions adopted by the Board of Directors to effectuate the provisions of this Declaration.

Section 1.19 Improvement. “Improvement” means any improvement, including, but not limited to any Residence, Building, garage, out-building, structure, fixture, landscaping, site grading, driveway, sidewalk, drainage channel, drainage improvement, detention pond, culvert, roadway, fence, wall, deck, patio, shed, swimming pool, or pond, located on or serving any part of the Community, including, but not limited to, Buildings, structures or fixtures located on the Property prior to the Effective Date.

Section 1.20 Lot. “Lot” means any separately numbered plot of land shown on the Plat, with the exception of the District Property and any public streets, but together with any appurtenances thereto or Improvements thereon.

Section 1.21 Lot Improvement. “Lot Improvement” means any Improvement located upon a Lot in addition to a Residence, as such Improvements were originally installed by Declarant or a Builder, or later approved for installation by the DRC and intended for use in connection with the ownership of such Lot.

Section 1.22 Manager. “Manager” or “Managers” means any one or more Persons employed by the District as hereinafter provided in this Declaration who is engaged to perform any of the duties, powers or functions of the District. The term “Manager” shall not include the District itself.

Section 1.23 Occupant. “Occupant” means any person who from time to time 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.

Section 1.24 Owner. “Owner” means any Person other than Declarant or a Builder, at any time owning a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. If there is more than one fee simple holder of title, “Owner” includes each such Person, jointly and severally.

Section 1.25 Person. “Person” means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other legal entity, or any combination thereof.

Section 1.26 Plat. “Plat” means any of the following recorded documents: **Final Plat of Denmore Filing 1 recorded on 10-30-2023 at reception number 4928429, Final Plat of Denmore Filing No. 2, recorded October 29, 2024 under Reception No. 4991221, Final Plat of Denmore Filing No. 3, recorded October 29, 2024 under Reception No. 4991223, or Final Plat of Denmore Filing No. 4 recorded May 30, 2025 under Reception No. 5032547**, as the same may be amended from time to time.

Section 1.27 Property. “Property” means the real property described on Exhibit A, together with any property annexed thereto after this Declaration is Recorded.

Section 1.28 Recorded. “Record” or “Recorded” means the filing for record of any document in the real estate records of the Office of the Clerk and Recorder of Weld County, Colorado.

Section 1.29 Reimbursement Fee. “Reimbursement Fee” means a charge against a particular Owner and such Owner’s Lot for the purpose of reimbursing the District for (a) expenditures and other costs in curing any violation of the Governing Documents by any Owner or a Related User of such Owner, (b) any damages caused by such Owner or a Related User, and/or (c) any amounts made a Reimbursement Fee by this Declaration, together with late charges,

interest, costs and attorney's fees, to the extent provided for in the Governing Documents and/or Colorado law.

Section 1.30 Related User. "Related User" means: (a) any Occupant other than an Owner; (b) a guest or invitee of an Owner or Occupant; or (c) a contract purchaser of a Lot; and (d) any family member, guest, invitee or cohabitant of any Owner or Occupant.

Section 1.31 Residence. "Residence" means a Building located upon any Lot built for single family occupancy as a residence which is constructed on or after the Effective Date.

Section 1.32 Rules. "Rules" means any rules and regulations adopted by the District pursuant to Section 4.10, as amended from time to time.

Section 1.33 Special Declarant Rights. "Special Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices, and signs advertising the Community and sale of Lots; to use easements through the District Property for the purpose of making Improvements within the Community or within real estate which may be added to the Community; to merge or consolidate with a Community of the same form of ownership; and to approve plans and specifications for Improvements to be constructed by Builders. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically at such time as Declarant no longer owns any portion of the Annexable Property.

Section 1.34 Town. "Town" means the Town of Firestone, Colorado.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY; COMMUNITY

Section 2.1 Subdivision and Development by Declarant. Declarant has designated or intends to designate all or a portion of the Property into Lots for single-family residential development and/or multifamily residential development and related uses. The intended development of and restrictions upon each portion of the Property are intended to benefit each other portion of the Property and the whole thereof.

Section 2.2 Conveyance and Acceptance of District Property. Declarant expressly reserves the right in the course of planning the Community to convey to the District certain areas that may include without limitation open space, parks, recreational facilities, sidewalks, bridges, tree lawns, fences, roads and drainage ways, detention facilities, sanitary sewer facilities, storm water out fall facilities and/or other property or facilities that are deemed by Declarant to be most suitable for ownership, maintenance and administration by the District. Declarant contemplates that ownership and maintenance of certain open space, parks, sidewalks and roads may be assumed by the District or other governmental entity.

ARTICLE 3. EASEMENTS

Section 3.1 Easements for Encroachments. If any portion of the District Property or District Property Improvements thereon now or hereafter encroaches upon any Lot, or if any Lot or Lot Improvements thereon now or hereafter encroaches upon any other Lot or upon any portion of the District Property, as a result of the construction of any Building or other Improvement, or if any such encroachments shall occur hereafter as a result of settling or shifting of any Building or other Improvement or for any other reason, a valid easement shall be required for the encroachment and for the maintenance of the same so long as the Building or other Improvements shall exist. In the event any Residence, Lot Improvement, or adjoining District Property Improvement, shall be partially or totally destroyed or taken as a result of condemnation or eminent domain proceedings and then rebuilt at the same location, encroachments due to this rebuilding shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the Building or other Improvements shall stand. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

Section 3.2 Maintenance Easement. An easement is hereby granted to the District, to be exercised by its officers, directors, agents, employees, Manager and contractors upon, across, in, over and under each Lot (except the Residence thereon) as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or as required by the Town pursuant to the Plat, including but not limited to the right to maintain any sidewalks, landscaping, open space tracts, private streets and drives, drainage Improvements, parking areas, fire lane signs within public or private roads or rights-of-way, parks and the like. The District is hereby granted the right to create easements upon, across, in over and under the District Property for installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electricity, master television antenna system, cable television, broadband, irrigation, storm sewer and drainage, if any; provided that such easements are reasonably necessary for the ongoing development and operation of the Community.

Section 3.3 Intentionally omitted

Section 3.4 Declarant Easement. An easement is hereby granted to the Declarant on, over, across, under and through the District Property as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising any Special Declarant Rights or other rights of the Declarant. No Owner shall engage in any activity which would temporarily or permanently interfere with this easement for Declarant's use of the District Property.

Section 3.5 Reservation of Easements, Exceptions, and Exclusions. Declarant reserves the right to establish from time to time, by dedication or otherwise, utility (including cable television) and other easements, for purposes including but not limited to streets, paths, walkways, drainable recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions consistent with the ownership of the

Community for the best interest of all Owners and the District in order to serve all the Owners within the Community. The rights herein reserved unto Declarant shall continue until the expiration of the Development Period.

ARTICLE 4. THE DISTRICT

Section 4.1 The District. The administration of the Community shall be governed by the Governing Documents.

Section 4.2 Powers. Except as otherwise provided herein, the District shall be granted all of the powers described in C.R.S. § 32-1-1004.5 and other applicable Colorado law, including all powers necessary to govern, manage, maintain, repair, administer, and regulate the Community and to perform all of the duties required of the District under this Declaration, including but not limited to:

4.2.1 The power to adopt and amend budgets for revenues, expenditures and reserves and collect taxes and fees for expenses from the Owners to administer the duties and obligations of the District in this Declaration;

4.2.2 The power to contract with a Manager for the management of the Community and/or for all other duties and responsibilities of the District as provided herein related to the overall operation of the Community;

4.2.3 The power to adopt and enforce the Rules;

4.2.4 The power to levy reasonable Reimbursement Fees, Fines and penalties for violations of any provision the Governing Documents. The remedies for collection of any such Reimbursement Fees, Fines and/or penalties shall be as provided elsewhere in this Declaration; and

4.2.5 All other rights, powers and authority necessary to enforce the Governing Documents for the benefit of the Community.

Section 4.3 Cooperation with Others. The District shall have the right and authority at any time and from time to time, to enter into agreements and otherwise cooperate with any community associations and/or any other districts.

Section 4.4 Power to Adopt Rules. The District may adopt, amend, repeal and enforce Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the District, the use and enjoyment of District Property, and the use of any other property within the Community, including the Lots. Any Rules shall be reasonable and shall apply uniformly. Any Rules shall be effective only upon adoption by resolution of the Board of Directors. Each Owner shall comply with such Rules and shall see that Related Users of such Owner comply with the Rules. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

ARTICLE 5. MAINTENANCE

Section 5.1 Maintenance of Individual Lots. The maintenance, repair and replacement of all Lot Improvements on each Lot, including landscaping, exterior building surfaces, roofs, patios, porches, decks, sidewalks, and driveways on the Lot, shall be performed by the Owner thereof at such Owner's sole cost and expense. Any Lot Improvements constructed or erected upon the Lot by any Owner after the initial construction of the residence on the Lot by the Declarant or a Builder shall be maintained, repaired and replaced by the Owner of the Lot.

Section 5.2 District's Right to Repair, Maintain, and Reconstruct. In the event any Owner shall fail to perform his or her maintenance, repair and/or reconstruction obligations in a manner satisfactory to the Board of Directors, the District may, to the extent permitted by applicable law, if said failure continues for a thirty (30) day period after written notice to the Owner, enter upon said Lot subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or reconstruction. The cost of such maintenance, repair or reconstruction shall be charged to the Owner as a Reimbursement Fee.

Section 5.3 Liability of Owners for Damage. Each Owner shall be liable to the District for any damage to District Property or for any expense or liability incurred by the District which may be sustained by reason of the negligence of willful misconduct of such Owner or a Related User of the Owner, and for any violation by such Owner or Related User of the Governing Documents. The District shall have the power, as elsewhere provided in this Declaration, to levy and collect a Reimbursement Fee against an Owner to cover the costs and expenses incurred by the District on account of any such damage or any such violation of the Governing Documents, including interest, costs and attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

ARTICLE 6. COVENANT ENFORCEMENT

Section 6.1 Enforcement, Generally. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in the Governing Documents, as at any time amended, may be by any proceeding at law or in equity against any Persons violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity. The Declarant and the District have the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. Subject to the provisions of ARTICLE 12 of this Declaration, in any action instituted or maintained under this Declaration or any other of the Governing Documents, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in asserting or defending the claim, as well as any and all other sums in accordance with applicable law. Failure by the Declarant or the District to enforce any covenant, restriction or other provision contained in the Governing Documents shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of the Governing Documents. Each Owner, by acceptance of title to

a Lot, assigns and delegates and consents to the assignment and delegation to the District, in their own name as an Owner of a Lot within the Property, the authority, power, right, and responsibility to enforce the Governing Documents. The foregoing shall include the right of the District to (a) send demand letters and notices, (b) charge interest and/or late charges, to levy and collect Fines, (c) impose liens (as provided in C.R.S. Section 32-1-1001(j)(1), as amended), (d) negotiate, settle and/or take any other actions, with respect to any violation(s), or alleged violation(s), of any of the Governing Documents, (e) exercise self-help or take action to abate any violation of the Governing Documents, and/or (f) record a notice of violation.

Section 6.2 Purpose and General Authority. The District shall review all complaints and notifications provided by the Declarant, a Builder, an Owner, a resident within the Property, or the DRC regarding any alleged violation of the Governing Documents. The District also has the right to make an investigation on its own regarding potential violations. The District has the authority to determine whether a violation has occurred by any Owner or Related User, and upon such determination, may issue to an Owner a notice of violation identifying the particular circumstances or conditions of the violation and require 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 6.4.

Section 6.3 Fees and Expenses. All expenses of the District must be paid by the District with revenues derived from that portion of the Property with respect to which the District's services are required or performed. The District has the right to charge Reimbursement 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 District from time to time.

Section 6.4 General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.

6.4.1 Any member or authorized agent or consultant of the DRC or any authorized officer, director, employee or agent of the District may enter upon any Lot (excluding the Residence on the Lot), at any reasonable time without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged violations of the Governing Documents.

6.4.2 If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents or any action is being taken in violation of the Governing Documents, (ii) the DRC has identified a violation with respect to a Lot, or (iii) another Owner or Occupant has submitted a complaint in accordance with the Rules, the District may send a notice of alleged violation (a "**Notice of Alleged Violation**") to the Owner of such Lot in accordance with the Rules.

6.4.3 If, after receipt of the Notice of Alleged Violation, the Owner fails to remedy the violation within the time period specified in the Notice of Alleged Violation or thereafter violates the same covenant or rule, the District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies and any other

remedies set forth herein:

6.5.3.1 The District may record a notice of violation against the Lot on which the violation exists;

6.5.3.2 The District has the right to remove, correct or otherwise remedy any violation in any manner the District deems appropriate;

6.5.3.3 The District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Governing Documents and the District shall recover all costs and attorneys' fees associated with bringing the action;

6.5.3.4 The District may levy and collect Reimbursement Fees, charges, penalties and Fines for the violation of any provisions of the Governing Documents. Prior to the imposition of any Reimbursement Fees or Fines, the District shall give the Owner to be subject to the Reimbursement Fee or Fine notice and the opportunity for a hearing before the Board of Directors or an impartial tribunal appointed by the Board of Directors. The Rules may further define the process by which such Reimbursement Fees or Fines may be imposed, including but not limited to establishing the schedule of Reimbursement Fees or Fines to be imposed.

6.5.3.5 The 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 of Reimbursement Fees by the violating Owner for any remedial work performed by the 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 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.

Section 6.5 No Liability. Neither the Declarant, the District, the DRC, nor any member, director, officer, agent, representative, employee or contractor of the same (the “**Released Parties**”) 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 Released Parties 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 Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to the actions of the Released Parties and (ii) waives and releases all claims against the Released Parties. The foregoing waiver and release 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 members of the Board of Directors and DRC, 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 members of the Board of Directors and the DRC, 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 District, and/or the DRC.

ARTICLE 7. RESTRICTIVE COVENANTS AND OBLIGATIONS

Section 7.1 General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots.

Section 7.2 Residential. The Lots are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No Buildings or structures shall be moved from other locations onto any Lot. No Lot Improvements other than those originally planned or installed by Declarant shall be erected or constructed on any Lot unless approved by the DRC.

Section 7.3 Sales and Construction Facilities of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant, any Builders, and their agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the Buildings in the Community upon such portion of the Community as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots and Residences including, but not limited to, construction and storage areas, construction trailers, model homes and business and sales offices located in any Lots in the Community, lighting, and temporary parking facilities, provided, however, that the limit on Declarant’s right to use the Property for sales purposes shall not limit its right to use the Property for construction or development purposes; provided further that these rights shall terminate no later than twenty (20) years after the Effective Date, and provided further, that such use shall not unreasonably interfere in any way with the right of ingress or egress to any privately owned Residence or the use and enjoyment thereof as a private Residence, the rights of ingress or egress to the District Property and District Property Improvements thereon or the use thereof for recreation or other proper purposes by the Owners and Related Users.

Section 7.4 Limit on Business. Except for the business activities conducted by Declarant and Builders as contemplated by Section 7.3 and as set forth in Section 7.4, Lots shall

be used for residential purposes only, including uses which are customarily incident thereto and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner or Occupant shall be entitled to conduct business activities from within his Lot, subject to the following restrictions: (i) there shall be no separate access or entrance to such business activity; (ii) the business activity shall be conducted from within the Lot and shall be conducted exclusively by the Owner, without the aid of assistants, employees or independent contractors; (iii) the business activity shall not include the commercial manufacture, creation, exchange, storage or sale of chattels, goods, wares or merchandise; (iv) the existence or operation of the business activity is not apparent or observable from outside the Lot; (v) the business activity conforms to all zoning requirements for the Community; (vi) the business activity does not involve regular visits to the Lot by customers, patients, clients, suppliers or other business invitees or door-to-door solicitation of residents of the Community; and (vii) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use, or a threat to the safety or security of the other residents of the Community. The term “business”, as used in this Section, shall have its ordinarily and generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part time, such activity is intended to or does generate a profit or fee or a license is required. No other business activity of any kind shall be conducted in any Lot or on the Community, except that permitted by the District or otherwise provided herein.

Section 7.5 No Alterations. Except for construction within the Community by Declarant or any Builder (which is not governed by this Section), no Owner or Occupant shall alter or modify any Building, the exterior of any Residence, the interior of any Residence if visible from the outside, or any Improvement, of any kind, without prior approval by of the DRC. The Design Guidelines may include procedures for the submission of requests for approval of alterations and/or additions.

Section 7.6 Antennas. Except as may otherwise be permitted by the DRC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a Residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that the requirements of this subsection shall not apply to those “antenna” (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended from time to time. As to any “antenna” (including certain satellite dishes) which is specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, the District shall be empowered to adopt Rules governing the types of “antenna” (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, establishing reasonable, non-discriminatory restrictions relating to their appearance, safety, location and maintenance.

Section 7.7 Repair of Buildings. No Lot Improvement shall be permitted to fall into disrepair, and each such Lot Improvement shall at all times be kept in good condition and repair

and adequately painted or otherwise finished by the Owner before the surfacing becomes weather-beaten or worn off.

Section 7.8 Reconstruction of Buildings. Any Lot Improvement which may be destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or all debris removed so as not to render any such property or any portion thereof, in the opinion of the Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

Section 7.9 Nuisances. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior lights, speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the DRC. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

Section 7.10 Vehicular Parking, Storage and Repairs.

7.10.1 Except for parking on the public streets, which shall be controlled by the Town, all parking within the Property shall be regulated by the District.

7.10.2 The following (as may be further defined in the Rules) may not be parked or stored on a Lot unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the District: oversized vehicles, commercial vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by the Rules. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any District Property or the Lots, or any Improvements located thereon, nor shall it apply to emergency vehicles per C.R.S. § 32-1-1004(6)(c).

7.10.3 No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of two weeks or more.

7.10.4 No motor vehicle may impede the safe and efficient use of streets within the Property by Owners and/or Occupants, obstruct emergency access to/from the Property or interfere with the reasonable needs of other Owners and/or Occupants to use their driveway, streets, or guest parking within the Property.

7.10.5 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be

performed or conducted outside of garages in the Property. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

7.10.6 Parking in fire lanes (as designated by the District or as designated by local government or a local fire protection authority) shall not be permitted.

7.10.7 If any vehicle is parked in violation of this Section or in violation of the Rules, the District may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed within the Property stating the name and telephone number of the Person which will do the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

7.10.8 Notwithstanding the above Section 7.12.7, if a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

7.10.9 If a vehicle is towed or booted in accordance with this Section, neither the District, nor any officer or agent of the District, shall be liable to any Person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The District's right to tow or boot is in addition to, and not in limitation of all other rights of the District, including the right to assess Fines. Notwithstanding anything to the contrary in this Section 7.12, the District may elect to impose Fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 7.11 Single-Family Use Only. No Lot and no Residence on any Lot shall be used for any purpose other than for use by one single-family Residence according to this Declaration. However, nothing in this Declaration shall prevent the lease of a Lot by the Owner thereof for residential purposes, provided that such lease shall be in writing, shall be for a minimum term of six (6) months and shall expressly provide that all tenants, family members, guests and invitees shall be subject to the terms and provisions of this Declaration and the Rules.

Section 7.12 Hazardous Activities. No activities shall be conducted on any Lot or District Property and no Improvements constructed on any Lot which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot, except in a contained barbecue

unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

Section 7.13 New Construction. All Residences shall be of new construction and no existing building or structure shall be moved onto any Lot. No other building (including but not limited to playhouses and storage sheds) may be moved onto a Lot without the prior approval by the DRC and without compliance with the restrictions set forth in this ARTICLE 7.

Section 7.14 Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement or its approved alteration.

Section 7.15 Temporary Structures. Except as otherwise provided in Section 7.3, no trailer, mobile home, tent or shack or other temporary Building, Improvement or structure shall be placed upon any Lot without the prior approval of the DRC, such approval to include the nature, size and location of such structure.

Section 7.16 Livestock, Poultry, and Pets. No animals or pets other than domesticated dogs, cats, and other common household pets shall be allowed on the Property. Raising or keeping livestock such as horses, cows, sheep, goats, poultry, pigs, swine and the like is prohibited. No Owner or Occupant shall keep more than a reasonable number of common household pets on any Lot at any time, provided that they are not kept, bred or maintained for any commercial purpose. All common household pets shall be allowed upon any Lot subject to any applicable ordinances imposed by any governmental entity having jurisdiction over the Community. All household pets shall be controlled by their owners at all times, and shall not be allowed off their owner's Lot except when properly leashed and accompanied by the pet owner or his representative. Each Owner of a Lot shall be financially responsible for any damage caused by a household pet kept on the Owner's Lot. The District shall have the right to repair any damage caused by any such household pet, and the cost of any repairs shall be borne by the Owner as a Reimbursement Fee. With the prior approval of the DRC, open fencing may be screened with neutral or compatible-colored mesh to prevent the escape of pets from the Lot. Any screening must have the prior approval of the DRC. No chain link fencing shall be permitted in place of mesh screening without approval of the DRC.

Section 7.17 Site Grading. Each Owner shall maintain the grading on his Lot (including grading around the building foundation) at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Owner agrees, for themselves and their successors and assigns, that they will not in any way interfere with or obstruct the established drainage pattern over the Owner's Lot from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot, the Owner shall submit a plan for approval by the DRC, and any such change shall also be made in accordance with all laws, regulations and resolutions of all applicable governmental entities, including the Town.

For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading by the Declarant or a Builder is completed.

Section 7.18 Certain Limitations on Use Restrictions. Nothing in the Governing Documents shall be interpreted or applied to prohibit or impose unreasonable restrictions on:

7.18.1 The removal of trees, shrubs or other vegetation to create defensible space around a Residence so long as the removal complies with a written defensible space plan created for the property by the Colorado state forest service, an individual or company certified by an entity of a local government to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the unit is located and is no more extensive than necessary to comply with the plan. The plan shall be registered with the District at least thirty days before the commencement of work. The District may require changes to the plan if the District obtains the consent of the individual, official, or agency that originally created the plan. The work must comply with applicable standards of the District regarding slash removal, stump height, revegetation, and contractor regulations or the use of xeriscape, nonvegetative turfgrass or drought-tolerant vegetative landscapes to provide ground covering to property for which an Owner is responsible.

7.18.2 The use of a rain barrel, as defined in C.R.S. § 37-96.5-102(1), to collect precipitation from a residential rooftop in accordance with C.R.S. § 37-96.5-103. The District may impose reasonable aesthetic requirements that govern the placement or external appearance of a rain barrel. This subsection does not confer upon an Owner a right to place a rain barrel at, or to connect a rain barrel to, any property that is: (I) leased, except with permission of the lessor; (II) a common element or a limited common element of a common interest community, as those terms are defined in C.R.S. § 38-33.3-103; (III) owned or maintained by the District; or (IV) attached to one or more other Residences, except with permission of the Owners of the other Residences

7.18.3 Reasonable modifications to a Residence or Lot as necessary to afford an individual with disabilities full use and enjoyment of the unit in accordance with the federal “Fair Housing Act of 1968”, 42 U.S.C. § 3604(f)(3)(A).

7.18.4 The use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative or nonvegetative landscapes to provide ground covering to property for which a unit owner is responsible in accordance with C.R.S. § 38-33.3-106.5(1)(i) and (1)(i.5).

7.18.5 The operation of a family child care home, as defined in C.R.S. § 26.5-5-303, that is licensed pursuant to C.R.S. § 26.5-5-301, et seq.; provided that this provision does not supersede any of the provisions of the Governing Documents concerning architectural control, parking, landscaping, noise, or other matters not specific to the operation of a business per se. The District shall make reasonable accommodation for fencing requirements applicable to licensed family child care homes; and provided further that this provision does not apply to a community qualified as housing for older persons under the federal “Housing for Older Persons Act of 1995”, Pub. L. 104-76. The District may require the owner or operator of a family child care home to carry liability insurance, at reasonable levels determined by the Board, providing coverage for any aspect of the operation of the family child care home for personal injury, death, damage to personal

property, and damage to real property that occurs in or on any property owned or maintained by the District, in the Lot or Residence where the family child care home is located, or in any other Lot subject to this Declaration. The District shall be named as an additional insured on the liability insurance the family child care home is required to carry, and such insurance must be primary to any insurance the carried by the District.

7.18.6 Notwithstanding any provision in the Governing Documents to the contrary, the District shall not: (I) effectively prohibit renewable energy generation devices, as defined in C.R.S. § 38-30-168; (II) require the use of cedar shakes or other flammable roofing materials on a Residence; or (III) effectively prohibit the installation or use of an energy efficiency measure on a Residence; provided that this provision shall not apply to: (x) reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an energy efficiency measure. In creating reasonable aesthetic provisions, the District shall consider: (A) the impact of the purchase price and operating costs of the energy efficiency measure; (B) the impact on the performance of the energy efficiency measure; and (C) the criteria contained in the Governing Documents; (y) bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons or property. This provision does not confer upon any Owner the right to place an energy efficiency measure on property that is: (i) owned by another person; (2) leased, except with permission of the lessor; (3) collateral for a commercial loan, except with permission of the secured party; (4) a common element or limited common element of a common interest community, as those terms are defined in C.R.S. § 38-33.3-103; or (5) owned or maintained by the District

ARTICLE 8. DESIGN REVIEW COMMITTEE

Section 8.1 Membership.

8.1.1 The DRC will consist of three (3) or more natural persons as provided herein. The Declarant shall have the authority to appoint the members of the DRC during the Development Period. Thereafter, the Board shall have the authority to serve as, or to appoint the members of, the DRC. The power to “appoint” the DRC, as provided herein, shall include without limitation the power to: constitute the initial membership of the DRC; appoint member(s) to the DRC on the occurrence of a vacancy therein, for whatever reason; and remove any member of the DRC, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the entity which then as the power to appoint the DRC.

8.1.2 The DRC may at any time, from time to time, with the consent of the entity then authorized to appoint the members of the DRC, appoint a representative to act on its behalf. If the DRC does so, then the actions of such representative shall be the actions of the DRC, subject to the right of appeal as provided in Section 8.6 below. However, if such

representative is appointed by the DRC, then the DRC shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the DRC and the power to at any time remove or replace such representative, subject to the approval of the entity which then has the authority to appoint the DRC.

Section 8.2 Design Guidelines. During the Development Period, the Declarant shall have the authority to enact, issue promulgate, modify, amend, repeal, and re-enact the Design Guidelines. Thereafter, the Board of Directors shall have such authority. Without limiting the generality of the foregoing, such provisions may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the DRC, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the DRC. Any Design Guidelines so adopted shall be consistent, and not in conflict, with this ARTICLE 8 and this Declaration. In addition, the Design Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Design 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.

Section 8.3 Action on Submittals.

8.3.1 All plans and specifications in connection with the construction of any Lot Improvement, including but not limited to any Residence, swimming pool, ancillary structure, exterior lighting, machinery, solar panel or installation, deck, patio, patio enclosure, fence, wall, driveway, out-building, or other structure, and in connection with any grading, landscaping or gardening of any portion of the Lot, including without limitation, the removal or planting of any trees, shrubs or other vegetation, exterior maintenance and remodeling of any Residence or other structure, including, but not limited to, changing the initial color or exterior materials of the Residence, or any other Lot Improvements or appurtenances, such as a mailbox, or any alteration of any of the above described Improvements, shall be submitted to the DRC for prior written approval.

8.3.2 The DRC shall determine whether to approve any submission in accordance with standards and procedures set forth in this Declaration or in duly adopted Design Guidelines, and the decision shall not be made arbitrarily or capriciously. In passing on any submission, the DRC may take into consideration whether the proposed Residence or other Lot Improvement, structure or alteration and the materials of which it is to be built are reasonable and suitable for the Lot upon which the Residence or other structure or alteration is to be erected, the harmony thereof with the surroundings, and the effect of the Residence or other structure or alteration as planned on the outlook from and/or property values of adjacent or neighboring property.

8.3.3 The DRC 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 DRC of the plans and specifications and other materials and information which the DRC may require in conjunction therewith

in accordance with the design review procedures set forth in the Design Guidelines. If the DRC 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 denied by the DRC.

Section 8.4 Vote and Appeal. The affirmative, majority vote of the DRC is required to approve a request for approval pursuant to this ARTICLE 8 (which may be with conditions and/or requirements), unless the DRC has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the DRC decides a request for architectural approval which is adverse to the Owner, then the Owner shall have the right to appeal such decision to the full DRC, upon a written request therefor submitted to the DRC within thirty (30) days after such decision by the DRC's representative. In the event the Board is not acting as the DRC and the DRC decides a request for architectural approval, whether on appeal from any representative acting on behalf of the DRC or otherwise, that is adverse to the Owner, then the Owner shall have the right to appeal such decision to the Board upon a written request therefor submitted to the Board within thirty (30) days after such decision by the DRC.

Section 8.5 Inspection of Work.

8.5.1 After approval (which may be with conditions and/or requirements) of any proposed Lot Improvement, the Owner is required to complete and construct the Lot Improvement promptly and diligently, and in complete conformity with all conditions and requirements of the approval and any provision of the Design Guidelines relating to construction. Except for the Declarant or a Builder, failure to complete the proposed Lot Improvement within six (6) months after the date of approval of the application, or to complete the Lot Improvement in complete conformance with the conditions and requirements of the approval, constitutes noncompliance with the provisions of this Declaration; provided, however, that the DRC may grant extensions of time for completion of any proposed Lot Improvements, either (a) at the time of initial approval of such Lot Improvements, or (b) upon the request of any Owner, provided such request is delivered to the DRC in writing; and provided that the Owner is diligently prosecuting completion of the subject Lot Improvements or other good cause exists at the time such request is made.

8.5.2 The DRC and the Board of Directors, and/or any duly authorized representative of the same, has the right to inspect any Lot Improvement at any time, including prior to or after completion, to determine whether or not the Lot Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 8.6 Design Review Fee. The DRC may, if provided in the Design Guidelines, provide for the payment of a fee to accompany each request for approval of any proposed Lot Improvement. The DRC may provide that the amount of such fee shall be uniform for similar types of any proposed Lot Improvement to property or that the fee shall be determined in any other reasonable manner, such as based on the estimated cost of the proposed Lot Improvement.

Section 8.7 Declarant and Builder Exemption. Notwithstanding anything to the contrary in this Declaration, the Declarant and the District are exempt from this ARTICLE 8 and all provisions of this Declaration that require DRC review and/or approval. Similarly, notwithstanding anything to the contrary in this Declaration, as long 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 Improvements, be exempt from this ARTICLE 8 and all provisions of this Declaration that require DRC review and/or approval.

Section 8.8 Binding Agreement to Pay Legal Costs. In the event that an Owner shall dispute the determination of the DRC and files a lawsuit to overrule, vacate or otherwise mitigate the effect of any determination by the DRC, or if an Owner fails to submit for approval any action as required by Section 8.4 and the DRC, any Owner, or the District brings an action to enforce these provisions, then the Owner and the District are hereby bound to the agreement that any and all costs, including reasonable attorney's fees, associated with the institution and defense of such a suit, shall, to the extent permitted by a court of competent jurisdiction, be paid to the prevailing party by the losing party.

Section 8.9 Variance. The DRC may, in its sole discretion, grant reasonable variances or adjustments from any conditions or restrictions imposed by this Declaration and/or the Design Guidelines. A variance or adjustment shall only be granted if it is not materially detrimental or injurious to the other property or Improvements in the Community, and shall not defeat the general intent and purpose of this Declaration or the Design Guidelines. Any variance granted by the DRC shall not affect or negate the requirements of any other applicable authorities.

Section 8.10 No Liability. The Released Parties are not shall 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 or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the DRC will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the DRC to any Owner of the adequacy of design, workmanship or quality of such work or materials for any Owner's intended use. The DRC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. 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 Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver is 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 DRC 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 DRC.

Section 8.11 No Review. The following types of changes, additions, or alterations do not require the approval of the DRC. Although exempt from DRC review, all work must proceed in accord with all applicable law, codes, and regulations, and the provisions of this Declaration and the Design Guidelines.

8.11.1 Addition of plants to a property in accordance with a previously approved landscape plan.

8.11.2 Modifications to the interior of a Residence when those modifications do not affect the outside appearance of the structure.

8.11.3 Repainting or re-staining of the exterior of the Residence in original color, if the original colors are on file with the DRC.

8.11.4 Repairs to a structure in accordance with previously approved plans and specifications.

8.11.5 Reroofing with roofing materials of the same quality (or better) and color as original materials.

ARTICLE 9. DECLARANT RIGHTS

Section 9.1 Development Rights Reserved to Declarant. The Declarant may exercise any Development Right, at any time and from time to time, until termination of the Development Period, without the consent of any other Owner or any other Person.

9.1.1 The Declarant reserves the right to annex all or any portion of the Annexable Area to the Property. Each such annexation shall be effected, if at all, by Recording a document annexing all or any portion of the Annexable Property (each a “**Statement of Annexation of Additional Land**”). Any Statement of Annexation of Additional Land may include such other provisions as the Declarant deems appropriate. Other provisions that may be included in a Statement of Annexation of Additional Land include, without limitation, covenants, conditions, restrictions, requirements and/or other provisions that apply or will apply to some or all of the property that is thereby being annexed to this Declaration. Any of such other provisions referenced in the preceding sentence may be amended with the consent of Owners of 67% of the Lots (with each Lot having one vote) to which such other provisions apply.

9.1.2 The Declarant hereby reserves the right to subdivide or replat any Lots owned by Declarant in the Community. Without limiting the generality of the foregoing, Declarant reserves the right to move any Lot line on Lot owned by Declarant, for the

purpose of accommodating Improvements which are constructed or are to be constructed. No Lot may be further subdivided from that existing at the time such Lot becomes subject to this Declaration, except by Declarant.

9.1.3 The Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Lots, from this Declaration, so long as the Declarant owns the portion of the Property to be withdrawn, or with the consent of the Owner of the property to be withdrawn if not owned by the Declarant. Each withdrawal, if any, may be affected by the Declarant Recording a withdrawal document describing the portion of the Property to be withdrawn. A withdrawal pursuant to this Section constitutes a divestiture, withdrawal, and deannexation of the withdrawn property from this Declaration so that, from and after the date of recording of a withdrawal document, the property so withdrawn shall not be part of the Property.

Section 9.2 Special Declarant Rights. The Declarant reserves for itself the Special Declarant Rights, as defined herein. Any of the Special Declarant Rights may be exercised by the Declaration with respect to any portion of the property now or hereafter within the Property.

ARTICLE 10. PRE-EXISTING RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS

The Property was subject to the following reservations, restrictions, conditions, exceptions, easements and covenants at the time of the Recordation of this Declaration:

Section 10.1 Town. Any restrictions in the use of property created by the Plat, and building and zoning ordinances of the Town.

Section 10.2 Other Recorded Documents. Any other reservations, restrictions, conditions, exceptions, conditions, easements and covenants not enumerated under this Declaration but which exist of record at the time this Declaration is Recorded, including those enumerated on Exhibit C.

ARTICLE 11. REVOCATION OR AMENDMENT OF DECLARATION

Section 11.1 Revocation. Except as provided specifically elsewhere herein, this Declaration shall not be revoked unless the Owners of 67% of the Lots (with each Lot having one vote) consent and agree to such revocation by instrument duly executed and Recorded.

Section 11.2 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided in this Declaration, this Declaration shall not be amended, except as otherwise herein provided, without the consent of Owners of 67% of the Lots (with each Lot having one vote). Such amendment may be evidenced by either a Recorded instrument indicating such consent or by a Recorded certificate of the Secretary of the District

certifying (i) that the Owners of sixty-seven (67%) of the Lots consented in writing to the amendment, and (ii) that copies of such written consents are in the corporate records of the District.

Section 11.3 Amendments to Conform to Agency Requirements. Notwithstanding any provision in this Declaration to the contrary, during the Development Period, Declarant shall have the right to unilaterally amend this Declaration in order to comply with the requirements of any Agency(ies). Such amendment shall not require the vote or consent of Owners.

Section 11.4 Technical Amendments. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration at any time during the Declarant Control Period for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

ARTICLE 12. DISPUTE RESOLUTION

THE PROVISIONS OF THIS ARTICLE 16 SHALL CONTROL AS TO ANY CLAIM RELATED TO THE COMMUNITY. EACH OWNER OF A LOT ACKNOWLEDGES AND AGREES THAT THIS DECLARATION SHALL BE DEEMED A SEPARATE WRITTEN AGREEMENT FOR THE FOREGOING PURPOSES.

Section 12.1 Statement of Clarification. Without modifying or restricting the scope of this ARTICLE 12 and as a statement of clarification only, nothing contained in this ARTICLE 12 is intended to prevent the parties from attempting to resolve any differences between them through the normal course of business and communications. It is only when the parties are unable to resolve their differences and they wish to proceed further through the assertion of a Claim (as defined herein), that the mandatory dispute resolution provisions contained in this ARTICLE 12 are required.

Section 12.2 Alternative Method for Resolving Disputes. Declarant, the District, their respective officers, directors, affiliates, agents, employees, design professionals, contractors, subcontractors, suppliers, all Owners, consultants, and any Person not otherwise subject to this Declaration but who agrees to submit to this ARTICLE 12, each such entity being referred to individually as a “**Bound Party**” and collectively as the “**Bound Parties**,” agree to encourage the amicable resolution of disputes involving the Community and all of its Improvements without the emotional and financial costs of litigation. Accordingly, except as otherwise agreed to in writing between any Bound Parties, each Bound Party covenants and agrees to submit all Claims to mediation, and if such mediation is not successful, final binding arbitration, as set forth below in this Declaration, and not to otherwise bring legal or equitable action in any court.

Section 12.3 Claims. Except as specifically excluded in Section 12.4 or as otherwise agreed to in writing between any Bound Parties, including without limitation any purchase and sale agreement or similar document, all claims, disputes and other controversies arising out of or relating in any way to the following are hereinafter referred to as a “**Claim**” or “**Claims**” and shall be subject to and resolved in accordance with the terms and provisions of this ARTICLE 12:

12.3.1 Interpretation, application or enforcement of this Declaration;

12.3.2 Design, development, construction, sale, maintenance, repair, habitability or condition of any Improvements within the Community or any alleged defect therein, including without limitation any “action” as defined in the Colorado Construction Defect Action Reform Act (“**CDARA**”), C.R.S. §§ 13-20-801, et seq. (a “**Construction Defect Claim**”); and

12.3.3 Rights, obligations and duties of any Bound Party under this Declaration, and/or any breach or alleged breach thereof.

Section 12.4 Exemption from Claims. Notwithstanding any contrary provision of this ARTICLE 12, the following shall not be Claims and shall not be subject to the provisions of this ARTICLE 12:

12.4.1 Any legal action by the District against any Bound Party to enforce any amounts charged by the District, including but not limited to Reimbursement Fees;

12.4.2 Any action by the District or Declarant to obtain a temporary or permanent restraining order or injunction and such other ancillary relief as the court may deem necessary in order for the District or Declarant to act under and enforce the provisions of the Governing Documents; and

12.4.3 Any legal action to enforce an arbitration award provided in this ARTICLE 12.

Any question about whether a matter is a Claim and/or whether such matter is covered by this ARTICLE 12 shall be determined by the arbitrator.

Section 12.5 Notice of Claim. Any Bound Party having a Claim (“**Claimant**”) against any other Bound Party (“**Respondent**”) shall submit all of the Bound Party’s Claims by written notification delivered to each Respondent, stating plainly and concisely:

12.5.1 The nature of and factual basis for the Claim, including the Persons involved and Respondent’s role in the Claim;

12.5.2 The legal or contractual basis of the Claim (i.e., the specific authority out of which the claim arises); and

12.5.3 The specific relief and/or proposed remedy sought.

Section 12.6 Timely Initiation. All Claims shall be initiated by the Claimant within a reasonable time after the Claim has arisen, and in no event shall a Claim be made after the date when institution of legal or equitable action based on such Claim would be barred by the applicable statute of limitations or repose.

Section 12.7 Mediation.

12.7.1 Upon receipt of a Claim and prior to commencing any arbitration proceeding which may fall within the scope of this ARTICLE 12, the Respondent shall have the right to be heard by the Claimant in an effort to resolve the Claim. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Any party may appoint a representative to assist such party in negotiations. With respect to the foregoing, the Claimant and Respondent shall individually (i.e. without the joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners) mediate all Claims prior to proceeding under Section 12.8.

12.7.2 The mediation shall be conducted by a single mediator. If such parties are unable to agree upon the selection of a mediator within fifteen (15) days of initiation of the Claim, then a single mediator shall be chosen in accordance with the rules governing the selection of an arbitrator under the Colorado Uniform Arbitration Act (the “CUAA”).

12.7.3 All mediation fees shall be split equally among the Claimant and Respondent. Prior to conducting such mediation, and consistent with Colorado law, the parties thereto shall agree in writing to limit the admissibility in arbitration or any court action of anything said, any admission made, and any documents prepared in the course of the mediation. If any party commences an arbitration or other action based upon a Claim without first attempting to resolve the Claim through mediation, such party shall not be entitled to recover the costs of such action, even if the same would otherwise be available in such arbitration or other action.

Section 12.8 Right to Inspect.

12.8.1 If a Construction Defect Claim is asserted against any one or more of Declarant, its officers, directors, shareholders, managers, members, affiliates, parent entities, subsidiary entities, agents, employees, design professionals, contractors, subcontractors, suppliers and/or consultants (“**Development Parties**”), subject to Owner’s prior written approval, which shall not be unreasonably withheld, Declarant shall have the right to access the affected area for purposes of inspecting the condition complained of, and the correction thereof, including any necessary redesign. This shall include, but not be limited to, notice prior to conducting any investigative or destructive testing. The Claimant shall meet with Declarant and/or its designees to discuss, in good faith, ways to resolve the Claim. The District shall have the same right to inspect related to any Claims by an Owner against the District as set forth above in this Section.

12.8.2 In the exercise of the inspection rights contained herein, the inspecting party (“**Inspecting Party**”) shall exercise reasonable care to avoid any unreasonable intrusion upon, or harm, damage or costs to the other party. The Inspecting Party shall use best efforts to avoid causing any damage to, or interference with, any Improvements on the property being inspected (“**Inspected Property**”) and minimize any disruption or inconvenience to any person who occupies the Inspected Property; shall remove all debris placed on the Inspected Property by the Inspecting Party on a timely basis; and in a reasonable and timely

manner, at the Inspecting Party's sole cost and expense, promptly remove equipment and materials placed on the Inspected Property by the Inspecting Party, and repair, replace and restore the Inspected Property to its condition as of the date of entry thereon by the Inspecting Party. The Inspecting Party shall not permit any claim, lien or other encumbrance arising from the use of its rights to accrue against or attach to the Inspected Property. The repair, replacement and restoration work includes, without limitation, the repair or replacement to any structures, driveways, fences, landscaping, utility lines or other Improvements on the Inspected Property that were damaged, removed or destroyed by Inspecting Party.

12.8.3 The Inspecting Party shall indemnify, defend and hold harmless the Owners, and their Related Users from and against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and attorneys' fees, resulting from or in performance of this Section 16.7.3, or as a result of any Inspecting Party's breach of this Section 12.8.3.

Section 12.9 Final Binding Arbitration. If the parties do not reach a settlement of the Claim within thirty (30) days after the conclusion of the mediation conducted pursuant to this ARTICLE 16, the Claimant shall have thirty (30) additional days to submit the Claim to binding arbitration in accordance with the arbitration procedures set forth below:

12.9.1 The parties agree that if a Claim is submitted to arbitration, and any other Bound Party (other than another Owner) may have liability with respect thereto, all parties to the dispute agree that the other Bound Party (other than another Owner) related to such dispute or any intertwined or connected dispute, may be joined as an additional party to such arbitration, or if separate arbitrations exist or are separately initiated, to the consolidation of all such arbitrations.

12.9.2 Notwithstanding anything to the contrary, each arbitration shall be conducted on an individual Owner basis to address the applicable Claim (i.e. without the joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners).

12.9.3 If the Claim(s) are not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claims shall be deemed abandoned, and Respondent(s) shall be released and discharged from any and all liability to Claimant arising out of such Claims.

12.9.4 In the absence of an agreement otherwise between the applicable Bound Parties, all Claims subject to arbitration shall be conducted in accordance with the CUA.A.

12.9.5 The arbitration shall be conducted by a single arbitrator who shall be a retired Colorado state court or Federal judge or attorney licensed to practice law in Colorado. If the parties are unable to agree upon an arbitrator within thirty (30) days from the date of the demand for arbitration, then the arbitrator shall be chosen in accordance with the rules governing the selection of an arbitrator under the CUA.A.

12.9.6 No person shall serve as the arbitrator who may have any financial or personal interest in the result of the arbitration or any family, social or significant professional acquaintance with any other party to the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all parties any circumstance likely to affect the appearance of impartiality and/or actual impartiality, including any bias or financial or personal interest or relationship in the outcome of the arbitration (“**Arbitrator’s Disclosure**”). If any party objects to the service of any arbitrator within fourteen (14) days after receipt of that Arbitrator’s Disclosure, such arbitrator shall be replaced in the manner for selecting an arbitrator provided in Section 12.8.6.

12.9.7 The arbitration shall not be open to the public. The decision shall not be published. The arbitrator’s decision shall not establish a precedent.

12.9.8 The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in the County in which the Community is located, unless otherwise agreed by the parties.

12.9.9 If Declarant is a party to a Claim, Declarant shall have the right to join any Bound Party or Bound Parties in the arbitration.

12.9.10 The arbitrator shall apply the substantive law of Colorado to all claims and defenses. The Colorado Rules of Civil Procedure shall govern disclosure, discovery and all other pre-hearing, hearing and post-hearing proceedings in the arbitration. The Colorado Rules of Evidence shall govern the admissibility of evidence at the hearing.

12.9.11 The arbitrator shall issue an award within thirty (30) days of the completion of the arbitration hearing or, if post-hearing briefs are submitted, within thirty (30) days of receipt of the briefs. If the parties file post-hearing briefs, they shall submit such briefs within twenty (20) days of the completion of the hearing. No extensions of time will be permitted.

12.9.12 In the event the arbitrator requires any advance fees to be paid, the parties will divide those equally. If the arbitration award requires any party to pay more than one-half of the fees, the parties shall adjust credit for payment of the advance fee to accurately reflect payment required under the award.

12.9.13 Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12.9.14 The arbitrator shall have no authority to award attorney’s fees. The arbitrator shall have no authority to award punitive, statutory damages, consequential damages or any damages other than actual damages.

12.9.15 In the event that a court declines to enforce the alternative dispute resolutions in this ARTICLE 12, Declarant, on behalf of itself and its Bound Parties, the

District, and by the acceptance of a deed to a Lot, each Owner, on behalf of himself, his Related Users, heirs, personal representatives, successors and assigns, waives the right to a jury trial on each and every Claim.

12.9.16 Each party shall be responsible for its own attorney's fees in any mediation and/or arbitration proceeding conducted pursuant to this ARTICLE 12. Notwithstanding the foregoing, if a party refuses to comply with the alternative dispute resolution provisions in this ARTICLE 12, and Declarant, a Bound Party, the District or an Owner institutes a court proceeding to enforce compliance with the alternative dispute provisions of this ARTICLE 12, the party shall be entitled to recover its attorney's fees, costs and expenses incurred in connection with the proceeding to enforce compliance with the alternative dispute resolution provisions of this ARTICLE 12.

12.9.17 Except as may be required by law, for confirmation of an arbitration award, or by another provision of this Declaration, neither a party nor an arbitrator may disclose the existence of an arbitration or any matters regarding an arbitration, including contents or result, without the prior, written, discretionary consent of all parties to such arbitration.

Section 12.10 Required Disclosure. A Person who is or was a party to the arbitration of a Claim that includes or included their Lot, shall, upon sale, conveyance, transfer, finance and/or re-finance of the Lot, fully disclose such Claim to the purchaser, transferee and/or lender, as applicable.

Section 12.11 Liability for Certain Failures of District. No director or officer of the District shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation, arbitration, or other dispute resolution, if the following criteria are satisfied: (a) the director or officer was acting within the scope of his or her duties; (b) the director or officer was not acting in bad faith; and (c) the act or omission was not willful, wanton or grossly negligent.

Section 12.12 Servitude in Gross. The rights, terms and provision of this ARTICLE 12 constitute a servitude in gross for the benefit of Declarant and its Development Parties, shall inure to the benefit of the foregoing, and all of the foregoing are third party beneficiaries thereof, regardless of ownership of any portion of the Community.

Section 12.13 BINDING EFFECT. EACH OWNER TAKING TITLE TO ANY PORTION OF THE COMMUNITY AFTER DECLARANT ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 16 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S WILLINGNESS TO DEVELOP THE COMMUNITY, CONSTRUCT IMPROVEMENTS AND SELL LOTS, AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE 12, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP THE COMMUNITY, CONSTRUCT IMPROVEMENTS OR SELL LOTS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. EACH OWNER ACCEPTING TITLE TO SUCH PORTION OF THE COMMUNITY AFTER DECLARANT ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 12 LIMIT HIS OR HER RIGHTS WITH RESPECT TO THE RIGHTS AND REMEDIES THAT MAY BE

AVAILABLE IN THE EVENT OF A POTENTIAL OR ACTUAL CONSTRUCTION DEFECT AFFECTING THE IMPROVEMENTS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY RESIDENCE.

Section 12.14 AMENDMENT. THE PROVISIONS OF THIS ARTICLE 12 INURE TO THE BENEFIT OF DECLARANT, THE DEVELOPMENT PARTIES AND ALL OTHER PARTIES DESCRIBED IN THIS ARTICLE 12, AND, NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, SHALL NOT BE AMENDED OR TERMINATED WITHOUT THE WRITTEN AND RECORDED CONSENT OF DECLARANT, WITHOUT REGARD TO WHETHER DECLARANT OWNS ANY PORTION OF THE COMMUNITY AT THE TIME OF SUCH AMENDMENT, FOR A PERIOD OF TEN (10) YEARS AFTER THE DATE ON WHICH DECLARANT HAS CONVEYED THE LAST LOT IN THE COMMUNITY (INCLUDING ANY LOTS WITHIN PROPERTY THAT MAY BE ANNEXED INTO THE COMMUNITY IN THE FUTURE) TO AN OWNER OTHER THAN A DECLARANT. BY TAKING TITLE TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 12 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S AND THE DEVELOPMENT PARTIES' WILLINGNESS TO DEVELOP AND SELL THE LOTS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE 12, DECLARANT AND THE DEVELOPMENT PARTIES WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE LOTS FOR THE PRICES PAID BY THE ORIGINAL BUYERS.

IN ANY EVENT, ANY AMENDMENT TO OR DELETION OF ALL OR ANY PORTION OF THIS ARTICLE 12 SHALL NOT APPLY TO CLAIMS BASED ON ALLEGED ACTS OR OMISSIONS THAT PREDATE SUCH AMENDMENT OR DELETION.

THE TERMS OF THIS SECTION SHALL NOT BE LIMITED BY ANY OTHER PROVISION OF THIS DECLARATION.

Section 12.15 WAIVER OF JURY TRIAL. IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS ARTICLE 12 ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

SECTION 12.16 CONFLICT WITH LAWS. IN THE EVENT THAT THE PROVISIONS OF THIS ARTICLE 12 CONFLICT WITH ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE PROVISIONS OF THIS ARTICLE 12 SHALL BE REVISED TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH THE MANDATORY PROVISIONS OF SUCH LAWS.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Section 13.1 Mailing Address. Unless otherwise required by applicable law or this Declaration, any requirement to deliver any notice, statement, demand, document or record to an Owner shall be deemed satisfied by sending the same to an Owner by electronic delivery if the Owner has provided an electronic mail or delivery address to the District. Otherwise, an Owner shall register his mailing address with the District, and any notice, statement, demand, document or record intended to be delivered upon an Owner must be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. If any Owner fails to notify the District of a registered address, then any notice, statement, demand, document or record may be delivered or sent to such Owner at the address of such Owner's Lot.

Section 13.2 Attorney Fees. Notwithstanding any contrary provision in the Governing Documents, if any Owner fails to timely pay any Fine, Reimbursement Fee or any money or other sums due to the District, the District may require reimbursement for collection costs and reasonable attorney's fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding. For any failure to comply with any provision of the Governing Documents other than the payment of Fines, Reimbursement Fees or any money or other sums due to the District, the District, any Owner or any class of Owners adversely affected by the failure to comply may seek reimbursement for collection costs and reasonable attorney's fees and costs incurred as a result of such failure to comply without the necessity of commencing a legal proceeding. Any such costs and fees may be levied against each responsible Owner as a Reimbursement Fee, and, notwithstanding anything in this Declaration to the contrary, the imposition of such shall not require the District to provide the Owner with prior notice or an opportunity for a hearing.

Section 13.3 Severability. If any provision of this Declaration or any paragraph, sentence, clause, phrase, word or section or the application thereof in any circumstances is invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word, or section in any other circumstances shall not be affected thereby.

Section 13.4 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

Section 13.5 Terminology. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the singular; and the use of any gender shall include all genders.

Section 13.6 State Law. The provisions of this Declaration shall be in addition and supplemental to all laws of the State of Colorado.

Section 13.7 Declarant's Rights Transferable. Any right or interest of Declarant hereunder, established or reserved, may be transferred or assigned by Declarant either separately, or with one or more of such rights or interest, to any Person or entity without the consent of the Owners, the District, or any First Mortgagee.

Section 13.8 DISCLAIMER ON SAFETY. DECLARANT, EACH BUILDER, THE DISTRICT, THE BOARD OF DIRECTORS, THE MEMBERS OF THE DRC, AND THEIR

OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, EACH BUILDER, THE DISTRICT, THE BOARD OF DIRECTORS, AND THE DRC, AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE GOVERNING DOCUMENTS, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

DATED November 12, 2025.

DECLARANT:

TRI POINTE HOMES HOLDINGS, INC., a
Delaware corporation

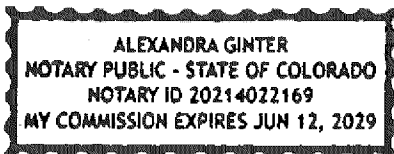
BY: 
Kelly Taga, Colorado Division President

STATE OF COLORADO)
) ss.
_____ County of Arapahoe

The above and foregoing Declaration of Covenants, Conditions, and Restrictions for Denmore was acknowledged before me this 4th day of December, 2025, by Kelly Taga as Colorado Division President of Tri Pointe Homes Holdings, Inc., a Delaware corporation, on behalf of such corporation.

My commission expires: 6/12/2029

Witness my hand and official seal.




Notary Public

CONSENT OF DISTRICT

The undersigned, Denmore Metropolitan District No. 2, hereby consents to the rights and obligations of the District set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions for Denmore.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 4th day of December, 2025.

DENMORE METROPOLITAN DISTRICT NO. 2

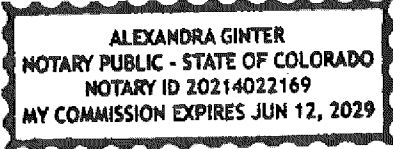
By: *D. Galasso*

Title: PRESIDENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 4th day of December, 2025, by Daniel A. Galasso, as President of Denmore Metropolitan District No. 2.

Witness my hand and official seal.
{ S E A L }



Alexandra Ginter
Notary Public

My Commission expires: 6/12/2029

CONSENT OF LANDBANK FOR BUILDER (B)

The undersigned, TPG AG EHC III (NWHM) Multi State 4, LLC, a Delaware limited liability company, hereby consents to the rights and obligations as set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions for Denmore for owned property described in **Exhibit D**.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 22 day of January, 2026.

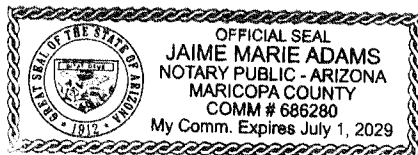
TPG AG EHC III (NWHM) MULTI STATE 4, LLC,
a Delaware limited liability company

By: Essential Housing Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: *Steven S. Benson*
Steven S. Benson, its Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 22 day of January, 2026, by means of physical presences, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (NWHM) MULTI STATE 4, LLC, a Delaware limited liability company, for and on behalf thereof.



(SEAL)

Jaime Marie Adams
Notary Public
Print Name: Jaime Marie Adams
My commission expires: 07-01-2029

CONSENT OF BUILDER (B)

The undersigned, Landsea Homes of Colorado, LLC, hereby consents to the rights and obligations as set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions for Denmore for owned property described in **Exhibit E**.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 11th day of December, 20 25

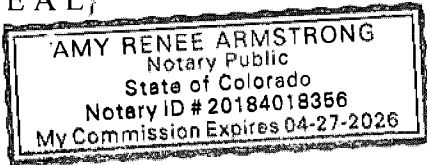
Landsea Homes of Colorado, LLC,
a Delaware limited liability company

By: *Jeff McGovern*
Title: AREA PRESIDENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of December, 20 25
by Jeff McGovern, as Area President of Landsea Homes of Colorado, LLC.

Witness my hand and official seal.
{SEAL}



Amy Renee Armstrong
Notary Public

My Commission expires: 4-27-2026

EXHIBIT A
(Legal Description of Community)

**Lots 1-10, Block 1,
Lots 1-8, Block 2,
Lots 1-11, Block 3,
Lots 1-8, Block 4,
Lots 1-8, Block 5,
Lots 1-21, Block 6,
Lots 1-20, Block 7,
Lots 1-22, Block 8,
Lots 1-20, Block 9,
Lots 1-27, Block 10,
Lots 1-5, Block 11,
Lots 1-3, Block 12,
Lots 1-3, Block 13,
Lots 1-21, Block 14,
Lots 1-6, Block 15,
Lots 1-15, Block 16,
Lots 1-22, Block 17,
Lots 1-8, Block 18,
Tracts A, E, G, H, I, J, K, L, M, N, O, P, Q, R, T,
Denmore Filing No. 1, according to the plat thereof recorded October 30, 2023, under
Reception No. 4928429,
County of Weld,
State of Colorado;**

and

**Lots 1-6, Block 1,
Lots 1-11, Block 2,
Lots 1-5, Block 3,
Lots 1-7, Block 4,
Lots 1-11, Block 5,
Lots 1-9, Block 6,
Lots 1-15, Block 7,
Lots 1-27, Block 8,
Lots 1-8, Block 9,
Lots 1-32, Block 10,
Lots 1-14, Block 11,
Lots 1-4, Block 12,
Lots 1-8, Block 13,
Lots 1-11, Block 14,
Lots 1-5, Block 15,**

**Denmore Filing No. 2, according to the plat thereof recorded October 29, 2024, under
Reception No. 4991221,
County of Weld,
State of Colorado;**

and

**Lots 1-11, Block 1,
Lots 1-26, Block 2,
Denmore Filing No. 3, according to the plat thereof recorded October 29, 2024, under
Reception No. 4991223,
County of Weld,
State of Colorado;**

and

**Lots 1-95, Block 1,
Lots 1-11, Block 2,
Lots 1-2, Block 3,
Denmore Filing No. 4, according to the plat thereof recorded May 30, 2025, under
Reception No. 5032547,
County of Weld,
State of Colorado.**

EXHIBIT B

(Legal Description of Annexable Property)

EXHIBIT C

Legal Description for Property
Owned by Builder (A)

Block 2, Lots 1-8 Inclusive

Block 3, Lots 1-11 Inclusive

Block 6, Lots 1-22 Inclusive

Block 10, Lots 1-11 Inclusive

Block 11, Lots 1-5 Inclusive

Block 5, Lots 1-8 Inclusive

Block 13, Lots 1-3 Inclusive

Block 15, Lots 1-6 Inclusive

Block 16, Lots 1-15 Inclusive

Final Plat of Denmore Filing 1 recorded on 10-30-2023 at reception number 4928429

&

Block 2, Lots 1-11 Inclusive

Block 3, Lots 1 & 2

Final Plat of Denmore Filing No. 4, recorded on 05-30-2025 at reception number 5032547

EXHIBIT D

Legal Description for Property
Owned by Landbank for Builder (B)

Block 1, Lots 1-10 Inclusive

Block 7, Lots 1-20 Inclusive

Block 8, Lots 1-22 Inclusive

Block 9, Lots 9 & 10

Block 18, Lots 1-8 Inclusive

Block 14, Lots 8-22 Inclusive

Block 17, Lots 1-22 Inclusive

Final Plat of Denmore Filing 1 recorded on 10-30-2023 at reception number 4928429

EXHIBIT E
Legal Description for Property
Owned by Builder (B)

Block 9, Lots 1-8, 11-20 Inclusive
Block 10, Lots 12-27 Inclusive

Final Plat of Denmore Filing 1 recorded on 10-30-2023 at reception number 4928429

EXHIBIT F

Legal Description for Property
Owned by Builder (C)

Block 5, Lots 15-21 Inclusive

Block 12, Lots 1-3 Inclusive

Block 14, Lots 1-7 Inclusive

Final Plat of Denmore Filing 1 recorded on 10-30-2023 at reception number 4928429

Block 1, Lots 1-11 Inclusive

Block 2, Lots 1-26 Inclusive

Final Plat of Denmore Filing No. 3, recorded on 10-9-24 at reception number 4991223

EXHIBIT G
(Matters of Record)