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COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUE LAKE METROPOLITAN DISTRICT NO. 4

COVENANTS AND RESTRICTIONS OF BLUE LAKE METROPOLITAN DISTRICT NO. 4

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COVENANTS AND RESTRICTIONS OF BLUE LAKE METRPOLITAN DISTRICT NO. 4

THESE COVENANTS AND RESTRICTIONS OF BLUE LAKE METROPOLITAN DISTRICT NO. 4 ("**Covenants**," as hereinafter more fully defined) are made and entered into the date and year hereinafter set forth by Century Land Holdings, LLC, a Colorado limited liability company ("**Developer**," as hereinafter more fully defined).

WITNESSETH:

A. Developer is the owner of that certain real property in the Town of Lochbuie ("**Town**"), County of Weld (**County**"), State of Colorado, which is described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**Property**," as hereinafter more fully defined).

B. Developer desires to subject and place upon the Property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions.

C. These Covenants do not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); therefore, these Covenants shall not be governed by the Colorado Common Interest Ownership Act.

D, Pursuant to C.R.S. § 32-1-1004(8), and other provisions of Title 32 of C.R.S., it is the intention of the Developer to empower the Metropolitan District (as hereinafter defined) to provide certain services to the residents of the Metropolitan District (collectively, the "**Services**," as hereinafter more fully defined), which shall include covenant enforcement and design review services.

E. Developer reserves the right to add additional real property to these Covenants by recording an annexation document as more particularly described and set forth herein.

F. Pursuant to the service plan for the Metropolitan District (as hereinafter defined), as amended (the "**Service Plan**"), the Metropolitan District may furnish covenant enforcement and design review services and the Metropolitan District intends to exercise its powers to provide covenant enforcement and design review services, as defined in C.R.S. Section 32-1-1004(8), for the Property.

G. The board of directors of the Metropolitan District (the "**Board**") has or will adopt a resolution acknowledging its power to provide covenant enforcement and design review services pursuant to state statute, and authorizing the Metropolitan District to provide covenant enforcement, and design review services within the service area of the Metropolitan District using revenue derived from the areas in which the services are to be furnished.

DECLARATION:

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, and conveyed, subject to the following covenants, conditions, restrictions, easements, architectural guidelines, reservations, rights-of-way, obligations, liabilities, and other provisions, as set forth herein.

GENERAL

A. Planned Community. Developer is the owner of those certain Lots (as hereinafter defined) located in the Town as more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein, which lots collectively constitute and are defined in these Covenants as the "Property". Developer intends to develop the Property as a planned community of single family detached residential homes and related uses. The name of the community to be developed on the Property is to be known as "Bella Vista". All of the Property is located within the service area of Blue Lake Metropolitan District No. 4, a quasi-municipal corporation and political subdivision of the State of Colorado. Because ownership of a Unit (as hereinafter defined) does not obligate the owner to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in these Covenants, the Property is not and will not be a "common interest community", as defined in the Colorado Common Interest Ownership Act ("**Act**"), and therefore the Property and these Covenants are not subject to or required to comply with the Act. Developer confirms its intention that the Act will not apply to the Property or these Covenants.

B. Purposes of Covenants. These Covenants are executed (a) to further a common and general plan for the development of the Property; (b) to protect and enhance the quality, value, aesthetics, desirability and attractiveness of the Property; (c) to provide for and define certain duties, powers and rights of the ARC (as hereinafter defined); (d) to define certain duties, powers and rights of the Metropolitan District under these Covenants; and (e) to define certain duties, powers and rights of Owners of Lots within the Property.

C. Declarations. Developer, for itself and its successors and assigns, hereby declares that the Property, and all other real property that becomes subject to these Covenants in the manner hereinafter provided from the date the same becomes subject to these Covenants, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in these Covenants. The provisions of these Covenants run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all

property that becomes part of the Property; (b) Developer and its successors and assigns; (c) the Metropolitan District and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in any portion of the Property or in any property that becomes part of the Property, or any Improvement (as hereinafter defined) thereon, and their heirs, personal representatives, successors or assigns. These Covenants will be recorded in the real property records of the County.

D. Metropolitan District Authority. Developer, through these Covenants, grants authority to the Metropolitan District to act on behalf of Developer for certain matters specifically set forth in these Covenants, including implementing these Covenants, enforcing these Covenants and providing design review services. Developer grants the Metropolitan District authority as provided herein to adopt Rules and Regulations (as hereinafter defined), and Guidelines (as hereinafter defined) pertaining to architectural and design review, each for the effective governance of the Property to implements these Covenants. Developer grants to the Metropolitan District authority to review and approve Improvements in compliance with the Guidelines and these Covenants and to enforce the Guidelines. Developer grants to the Metropolitan District authority to appoint the ARC as provided herein and to exercise all other powers necessary and proper to implement and enforce these Covenants and provide design review services.

ARTICLE 1. DEFINITIONS

Section 1.1. ***ARC.***

"**ARC**" means the architectural review committee which shall be appointed by the Developer until conveyance of all of the Units to the first Owners thereof, other than the Developer or any Builder or any other Person who acquires one or more Units for the purpose of constructing at least one residence on each such Unit, and thereafter appointed by the Metropolitan District, all as provided in Section 2.1 of these Covenants. The ARC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in these Covenants.

Section 1.2. ***Builder.***

"**Builder**" means any Person who: (i) acquires one or more parcels of the Property for the purpose of constructing at least one residence on each such parcel for sale, and/or rental, to the public, and/or (ii) acquires one or more parcels of the Property for sale to any Person fitting the description in clause (i) above; and is designated as a "**Builder**" under these Covenants in a written designation that is signed by the then-Developer and recorded in the office of the Clerk and Recorder of the County. For purposed of clarity, the Developer is not a Builder for the purposes of these Covenants.

Section 1.3. ***Covenants.***

"**Covenants**" means these Covenants and Restrictions of Blue Lake Metropolitan District No. 4, as amended and supplemented from time to time.

Section 1.4. ***Developer.***

"**Developer**" means Century Land Holdings, LLC, a Colorado limited liability company, and/or any other Person to whom the Developer may assign one or more of the Developer's rights under these Covenants (which will be the extent of the Developer's rights to which such assignee succeeds); provided, that no assignment of any Developer rights is effective unless such assignment is duly executed by the assignor Developer and recorded in the office of the Clerk and Recorder of the County.

Section 1.5. ***Governing Documents.***

"**Governing Documents**" means these Covenants, any Guidelines (as hereinafter defined), any Rules and Regulations (as hereinafter defined), and any other documents now or hereafter adopted by or for the Metropolitan District or ARC, as amended and supplemented.

Section 1.6. ***Improvements.***

"**Improvements**" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, swing sets and other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, turf, lawn, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, exterior air conditioning, cooling, heating and water softening equipment.

Section 1.7. ***Metropolitan District.***

"**Metropolitan District**" means Blue Lake Metropolitan District No. 4, and/or any other metropolitan district(s), to which the then-Metropolitan District may transfer or assign any or all of the rights and duties of the Metropolitan District under these Covenants. Each such assignment or transfer, if any, will be effective upon recording in the County of a document of transfer or assignment, duly executed by the then–Metropolitan District. In addition to the authority to provide the Services (as defined in Section 1.11), the Metropolitan District has such other authority with respect to the provision of services as may be permitted by the Special District Act, C.R.S. 32-1-101 et seq. and not prohibited by its Service Plan, including but not limited to the right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and undertake enforcement actions (but these Covenants do not limit in any way the authority of the Metropolitan District under the statutes of the State of Colorado).

Section 1.8. ***Owner.***

"**Owner**" means each fee simple title holder of a Unit, including Developer, any Builder and any other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation.

Section 1.9. ***Person.***

"**Person**" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof, and includes each Owner, the Developer, each Builder, the ARC, the Metropolitan District, and the governing body of the Metropolitan District.

Section 1.10. ***Property.***

"**Property**" means the real property described on **Exhibit A** attached hereto, as supplemented and amended, and all other real property, if any, made subject to the terms and provisions of these Covenants after the date hereof, and as the Developer, any Builder or Owner or other person may now or hereafter subdivide or re-subdivide any portion thereof; provided, however, that the "**Property**" does not include any real property that has been withdrawn as provided in Section 5.10 hereof.

Section 1.11. ***Services.***

"**Services**" means the services that the Metropolitan District is empowered to provide pursuant to C.R.S. §32-1-1004, as amended, and other provisions of Title 32 of C.R.S., as amended, including but not limited to covenant enforcement and design review.

Section 1.12. ***Unit or Lot.***

"**Unit**" or "**Lot**" means each portion of the Property which is designated as a lot on a recorded subdivision plat, including each residence now or hereafter located thereon.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1. ***Composition of ARC.***

The ARC shall consist of three (3) or more natural Persons. The Developer has the authority to appoint and remove members of the ARC, and/or to delegate some or all architectural authority (as provided in Section 2.2 hereof), from the date of recording of these Covenants until the date of conveyance of all the Units to the first Owners thereof other than: (i) the Developer; or (ii) any Builder; or (iii) any other Person who acquires one or more Lots of the Property for the purpose of constructing at least one residence on each such Lot (the "**Appointment Period**"). After expiration of the Appointment Period, the governing board of the Metropolitan District has the authority to serve as or appoint members to the ARC and/or to delegate some or all architectural

authority (as provided in Section 2.2 hereof). The appointments of all then-current members of the ARC who were appointed by the Developer will automatically terminate at such time as the Developer's power to appoint members of the ARC expires (as provided earlier in this Section). Developer may voluntarily surrender the right to appoint and remove members of the ARC before expiration of the Appointment Period by execution of a written termination of such right delivered to the Metropolitan District, after which the governing board of the Metropolitan District will have the rights and authority to serve as or appoint and remove members to the ARC and/or to delegate some or all architectural authority (as provided in Section 2.2 hereof).

Section 2.2. ***Delegation of Some or All Architectural Authority.***

The Person with the authority to appoint the ARC, as provided in the preceding Section 2.1, has the right and authority to: (i) delegate, in writing, some or all architectural authority, to one or more other Persons, including one or more management companies, metropolitan or other district(s), such as by entering into intergovernmental agreement(s) or other document(s) or agreement(s); and (ii) withdraw, in writing, any delegated authority.

Section 2.3. ***Architectural Review Requirements; Authority of the ARC.***

2.3.1. No Improvements may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit, and no Person shall disturb the subsurface of the land beneath the Unit unless said Improvements or plans for disturbance of the subsurface are in full compliance with all provisions of the Governing Documents, and unless such Improvements are approved in writing by the ARC. At least two (2) sets of complete plans and specifications of proposed Improvements (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the ARC), and a written description of any intended disturbance of the subsurface of the land beneath the Unit must be submitted to the ARC for review and consideration.

2.3.2. The ARC shall endeavor to exercise its judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures. However, the ARC shall not review or approve any proposed Improvements regarding whether the same complies with governmental requirements that are not otherwise expressly set forth in the Governing Documents. Rather, as provided in Section 2.3.3, below, the applicant is also required to submit proposed Improvements to the applicable governmental entities for a determination of compliance with governmental requirements. In its review of such plans, specifications and other materials and information, the ARC may require, as a condition to its considering an approval request, that the applicant(s) pay, and/or reimburse the ARC, for the expenses incurred in the process of review and approval or disapproval.

2.3.3. In addition to the foregoing review and approval, and notwithstanding anything to the contrary in these Covenants, the construction, erection, addition, deletion, change or installation, of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and shall require issuance of all required permits, licenses and approvals by all such entities.

2.3.4. In addition to the authority that is given to the ARC in these Covenants, as well as such authority as may be implied from any provision(s) of these Covenants, the ARC has all authority and powers that are given by Colorado statute and case law, to a corporation, a limited liability company, or any other legal entity. The foregoing shall include the power to receive and review complaints from one or more Owners, Developer, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring.

2.3.5. The ARC may, at any time, appoint a representative or committee to act on its behalf. If so, then the actions of such representative or committee shall be the actions of the ARC. However, if such a representative or committee is appointed, then the ARC will have full power over such representative or committee, including the power to at any time withdraw from such representative or committee, any authority to act on behalf of the ARC, and the power to at any time remove or replace such representative or committee.

Section 2.4. ***Guidelines.***

The Developer may promulgate, adopt, enact, modify, amend, repeal, and re-enact, architectural standards, rules, regulations and/or guidelines, regarding architectural and design matters and matters incidental thereto (collectively the "**Guidelines**"); and the ARC once the Metropolitan District has the authority to appoint the ARC as provided in Section 2.1 of these Covenants, may modify, amend, repeal, and re-enact the Guidelines, but the Guidelines may not be in conflict with these Covenants or C.R.S. §§ 32-1-1001(1)(m), 32-1-1004(8) or 32-1-1004.5, as amended. The Guidelines may include, for example: clarifying the designs and materials that may be considered in architectural approval; requirements for submissions, procedural requirements, specification of acceptable Improvement(s) that may be installed without prior review or approval; and permitting the ARC, with respect to any violation(s) or alleged violation(s) of any of the Governing Documents, to send demand letters and notices, levy and collect fines and interest, and negotiate, settle and take any other actions. In addition, the Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Guidelines may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit by any Owner must be done and used in accordance with the Guidelines and these Covenants. The Guidelines (as amended from time to time in accordance with their terms) may not be recorded against the Property but are hereby incorporated into these Covenants as if fully set forth herein.

Section 2.5. ***Procedures.***

The ARC shall review each request for architectural approval in accordance with the design review procedures set forth in the Guidelines or the Rules and Regulations and approve (which may be with conditions and/or requirements), or disapprove, each request in writing within forty-five (45) days after the complete submission to the ARC along with a receipt acknowledgement by the ARC of the plans, specifications and other materials and information, which the ARC may require in conjunction therewith. If the ARC fails to give its written approval (which may be with conditions and/or requirements) or disapproval within forty-five (45) days after the complete submission of all plans, specifications, materials and other information with respect to a written request for architectural approval, then such request is deemed approved by the ARC.

Section 2.6. ***Vote.***

The affirmative, majority vote of the ARC is required for approval (which may be with conditions and/or requirements) of each matter, unless the ARC has appointed a representative or committee to act for it, in which case the written decision of such representative or committee shall control unless the denial of the ARC is appealed by the applicant to the Metropolitan District Board of Directors within thirty (30) days of the date of the ARC written decision of denial in which case the written decision of the Board of the Metropolitan District shall control.

Section 2.7. ***Prosecution of Work After Approval.***

After approval (which may be with conditions and/or requirements) of any proposed Improvement, the proposed Improvement must be constructed and completed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then within one (1) year after the date of approval of the application, or to complete the Improvement in complete conformance with the conditions and requirements of the approval, constitutes non-compliance; provided, however, that the ARC may grant extensions of time for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

Section 2.8. ***Notice of Completion.***

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "**Notice of Completion**" to the ARC (in form and substance acceptable to the ARC, or on forms provided by the ARC). Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article.

Section 2.9. ***Inspection of Work.***

The ARC, or its duly authorized representative, and the manager of the Metropolitan District have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article. Such inspections may be made in order to determine whether or not the proposed Improvement is being completed, or has been completed, in compliance with the approval granted pursuant to this Article. However, such right of inspection terminates ninety (90) days after the ARC has received a Notice of Completion from the applicant and no action has been initiated by the ARC. The 90-day period to perform inspections after the ARC has received a Notice of Completion does not apply to or limit the right or authority of the ARC or the Board to enforce these Covenants, including but not limited to the requirements pertaining to the maintenance of Improvements.

Section 2.10. ***Notice of Non-compliance.***

If, as a result of inspections or otherwise, the ARC or the Board determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or is not in compliance with the Guidelines or these Covenants, or has not been completed within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then within one (1) year after the date of approval (except landscaping, as provided below), subject to any extensions of time granted pursuant to Section 2.7 hereof, or for any other reason(s), then the ARC or the Metropolitan District shall notify the applicant in writing of the non-compliance. Such notice of non-compliance must be given not later than sixty (60) days after (as applicable), (a) the ARC or the Metropolitan District receives a Notice of Completion from the applicant, or (b) the ARC or the Metropolitan District discovers any such noncompliance. The notice of non-compliance must specify the particulars of the non-compliance.

Section 2.11. ***Correction of Non-compliance.***

If the ARC or the Board determines that a non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then not more than forty-five (45) days from the date of receipt of the notice of non-compliance. If such Person does not comply with the ruling within such period, the ARC or the Metropolitan District may, at its option, record a notice of non-compliance against the Unit on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Person responsible for such non-compliance shall reimburse the Metropolitan District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

Section 2.12. ***Cooperation.***

The ARC and the Metropolitan District has the right and authority to enter into agreements and otherwise cooperate with any architectural review or similar committees, any metropolitan or other districts, or one or more boards or committees that exercise architectural or design review functions, or any other Person, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the ARC. The costs and expenses for all such matters, if any, shall be shared or apportioned between such Persons and the ARC, as the ARC may determine. The foregoing includes collection, payment, and disbursement of fees, charges, and/or any other amounts.

Section 2.13. ***Access Easement.***

The Developer hereby reserves, and each Owner hereby grants, to the ARC, the Metropolitan District and the Person who then has the authority to appoint the ARC, as provided in Section 2.1 of these Covenants, including the agents, employees and contractors of each such Person (including the ARC), on, over, under and across the Units, and each of them, excluding any habitable structure and the interior of any residence thereon, easements for performing any of the actions contemplated in the Governing Documents, including inspections pursuant to Section 2.9 and Corrections of Non-Compliance pursuant to Section 2.11 of these Covenants, and including enforcement of each of the terms and provisions of the Governing Documents. If damage other than corrective action is inflicted on any property or Unit, or a strong likelihood exists that damage will be inflicted, then the Person responsible for such damage, or expense to avoid damage, is liable for the cost of prompt repair. The term "Person" in the preceding sentence includes the ARC and the Person who then has the authority to appoint the ARC, as provided in Section 2.1 of these Covenants, if they are responsible for such damage or expense to avoid damage. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice is required in connection with any exterior, non-intrusive inspections and maintenance; and except that, in emergency situations, entry upon a Unit may be made at any time, provided that the Owner(s) or occupant(s) of each affected Unit is given notice of the emergency entry as early as is reasonably possible. The interior of any residence is not subject to the easements that are provided for in this Section.

Section 2.14. ***Utility Easement.***

Developer hereby intends hereby to create, and these Covenants do create, a blanket easement upon, across, over and under any portion of the Property owned by Developer for utilities and the installation, replacement, repair and maintenance of utilities facilities, including, but not limited to, such facilities for providing and/or metering utility services to the Property or any Lots and/or Units thereon, such as water, sewer, gas, telephone, electricity, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Property and to install, repair, and maintain water and sewer pipes, gas,

electric, telephone, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company, or the Metropolitan District furnishing a service or monitoring a service covered by the general easement created herein requests a specific easement by separate recordable document, Developer reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Property without conflicting with the terms hereof; provided, however, that such right and authority shall cease and terminate upon the earlier of ten (10) years after recordation of these Covenants in the real property records of the County, or conveyance by Developer of the last Unit to the first Owner thereof (other than Developer). The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement(s), and does not apply to the area of a Unit or Lot occupied by the footprint of any building constructed on a Unit or Lot.

Section 2.15. ***No Liability.***

The ARC, the Metropolitan District, the Person who then has the authority to appoint the ARC, as well as any representative or committee appointed by the ARC, will not be liable in equity or damages to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve (which may be with conditions and/or requirements) or disapprove, in regard to any matter. In reviewing or approving any matter, the ARC is not responsible for the safety, whether structural or otherwise, of the Improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor compliance with any other standards or regulations, and any approval (which may be with conditions and/or requirements) of an Improvement by the ARC does not constitute an approval of any such matters and does not constitute a warranty by the ARC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants' intended use. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the ARC.

Section 2.16. ***Variance.***

The ARC may grant reasonable variances or adjustments from any conditions and restrictions imposed by Article 2 of these Covenants, or by the Guidelines, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments may be granted only in case the granting thereof is not materially detrimental or injurious to the other property or improvements in the neighborhood, and does not militate against the general intent and purpose hereof. However, any variance that may be granted under this Section is only a variance from the requirements of the applicable Governing Document for the individual applicant or Unit, and is not a variance from the requirements of any applicable governmental or quasi-governmental agency or entity. No granting of a variance or adjustment to any one applicant/Owner constitutes a variance or adjustment, or the right to a variance or adjustment, to any or all other applicants, Owners or Units.

Section 2.17. ***Waivers; No Precedent.***

The approval or consent of the ARC, or any representative or committee thereof, to any application for approval does not constitute a waiver of any right to withhold or deny approval or consent by such Person, or any Person, as to any application or other matters whatsoever, as to which approval or consent may subsequently or additionally be required. Nor does any such approval or consent constitute a precedent as to any other matter.

Section 2.18. ***Developer and Builder Exemption.***

2.18.1. The Developer is exempt from this Article and all provisions of the Governing Documents that require ARC review or approval, except that the Developer shall comply with the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in subsection 2.3.3 of these Covenants).

2.18.2. Notwithstanding anything to the contrary, as long as, and to the extent that, a Builder has received written architectural approval from the Developer for one or more matters, such Builder is, as to Developer-approved Improvements, exempt from this Article and all provisions of the Governing Documents that require ARC review or approval of such matters, except that Builders shall comply with the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in subsection 2.3.3 of these Covenants).

ARTICLE 3. RESTRICTIONS

Section 3.1. ***General.***

The Property is subject to all covenants, conditions, restrictions, requirements, easements, licenses, and other provisions of all documents recorded in the office of the Clerk and Recorder of the County, as amended, including those stated on the recorded plats of the Property, or any portion thereof, but only as and to the extent provided in such documents. In addition, the Developer declares that, subject to Section 5.4 hereof, all of the Units shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in these Covenants. 8.5.5. This Article 3 shall be construed and applied in accordance with all applicable laws, including but not limited to C.R.S. §§ 32-1-1001(1)(j) and (k) and 32-1-1004.5.

Section 3.2. ***Compliance with Law.***

All Owners, and all other Persons, who reside upon or use any Unit or any other portion of the Property, shall comply with all applicable statutes, ordinances, laws, regulations, rules and requirements of all governmental and quasi-governmental entities, agencies and authorities; but, neither the Developer, the ARC or the Metropolitan District has any obligation or duty whatsoever

to enforce compliance with the statutes, ordinances, laws, regulations, rules and requirements of governmental and quasi-governmental entities, agencies and authorities.

Section 3.3. ***Residential Use; Professional or Home Occupation.***

Subject to Section 5.4 of these Covenants, Units may be used for residential use only, including uses which are customarily incident thereto, and may not be used at any time for business, commercial or professional purposes except that Owners may conduct home occupations and business activities within their residences to the extent permitted by, and in compliance with, the ordinances of the Town and any Guidelines and Rules and Regulations that do not conflict with such ordinances.

Section 3.4. ***Animals.***

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the Town, as applicable, and any Guidelines and/or the Rules and Regulations that do not conflict with such the ordinances of the Town, as applicable. An Owner's right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

Section 3.5. ***Temporary Structures; Unsightly Conditions.***

Except as hereinafter provided, no structure of a temporary character, including a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Unit; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures, offices and trailers for construction, marketing, sales or storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements must be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects may be so located on any Unit as to be visible from a street or from any other Unit.

Section 3.6. ***Miscellaneous Improvements.***

3.6.1. The display of a sign by the owner or occupant of a dwelling unit on property within the boundaries of the Lot or in a window of the dwelling unit is permitted and neither the ARC nor the Metropolitan District shall prohibit or regulate such signs on the basis of their subject matter, message, or content; except that the ARC or the Metropolitan District may regulate signs bearing commercial messages. The Guideline and the Rules and Regulations may establish reasonable, content-neutral sign regulations based on the number, placement, or size of the signs or on other objective factors consistent with applicable law. One (1) "For Sale" or "For Rent" sign not to exceed three (3) feet by four (4) feet may be displayed on a Lot, and up to two (2) security or alarm system signs not exceeding twelve (12) inches by twelve (12) inches may be displayed on a Lot.

Notwithstanding the foregoing, any signs, billboards or other advertising may be placed by the Developer or by any Builder (with the prior, written approval of the Developer), without regard to the foregoing or any limitations, requirements, specifications or other provisions of the Governing Documents, the ARC, or the Metropolitan District, and without any approval of the foregoing (except as stated earlier in this sentence).

3.6.2. No wood piles or storage areas may be so located on any Unit as to be visible from a street or from the ground level of any other Unit.

3.6.4. No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type may be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Developer or by any Builder during its sales or construction of the Units; and provided further, however, that the requirements of this subsection do not apply to those "**antenna**" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended. As to "**antenna**" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended, the ARC is empowered to adopt Rules and Regulations 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 applicable regulations, as amended, establish reasonable, non-discriminatory restrictions relating to appearance, safety, location, maintenance, and other matters.

3.6.5. No fences, other than fences constructed or installed by the Developer or a Builder (with the prior, written approval of the Developer), are permitted, except with the prior, written approval (which may be with conditions and/or requirements) of the ARC or if the fence is permitted under the Guidelines without prior ARC approval. Any fence(s) constructed on a Unit shall be maintained, repaired and replaced by the Owners of that Unit.

3.6.6. The ARC may not effectively prohibit or materially impair the installation or operation of renewable energy generation devices or the installation, operation or use of any energy efficient measures, provided that the ARC may adopt reasonable aesthetic rules and regulations concerning dimensions, placement or external appearance of such devices or measures to the extent such rules and regulations do not conflict with or violate applicable laws.

Section 3.7. ***Vehicular Parking, Storage and Repairs.***

3.7.1. The following may not be parked or stored on a Lot within the Property, unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the Association or as otherwise exempted by Colorado law: oversized vehicles, commercial vehicles and vehicles with commercial writing on their exteriors (except for passenger cars, pickup trucks and vans that are rated at 1 ton capacity or less), trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles. This restriction, however, does not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property, or any Improvements located thereon, and such restriction does not prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency, or emergency service vehicles. Stored vehicles and vehicles which are inoperable or do not have current operating licenses are not to be permitted on the Property except within enclosed garages. For purposes of this Section, the ARC may determine whether a vehicle is considered "**stored**". For example, a vehicle may be considered to be "**stored**" if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval (which may be with conditions and/or requirements) of the ARC.

3.7.2. No activity, including maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on a Lot unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of any and all necessary safety measures, precautions and ventilation. Notwithstanding, minor repairs may be performed on a Lot outside of a garage, provided they are completed the day commenced and all equipment and parts are removed upon completion of the work. The foregoing restrictions do not prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incident and necessary to such washing and polishing.

3.7.3. No Owner and no invitee of an Owner shall park or permit to be parked any vehicle upon a driveway on a Lot or private roadway (i) in such a manner as to block, impair or impede access to any other Owner's garage, (ii) in violation of any posted parking signs, or (iii) otherwise in violation of the Rules and Regulations (as defined below), including any posted parking regulations. The Metropolitan District has the right and authority to designate permitted parking spaces, handicap parking spaces and reserve guest parking spaces within any tracts owned by the Metropolitan District, including any owned-roads. The guest parking spaces and handicap parking spaces shall be posted or otherwise identified as guest parking or handicap parking, as applicable, and shall not be used in violation of such parking restrictions.

3.7.4 A vehicle that is parked upon a paved alleyway or fire lane that prevents, impedes and impairs access to one or more of Units by emergency service vehicles is subject to immediate removal by tow. In the event that a vehicle is parked in violation of subsections 3.7.3 hereof, except as specified in the preceding sentence, then (i) the Metropolitan District may conspicuously place or cause to be placed a written notice upon the vehicle stating the date and time of the violation and that the vehicle is parked in violation of these Covenants, and (ii) if the vehicle is not removed within a reasonable time thereafter, then the Metropolitan District may have the vehicle removed at the sole expense of the owner thereof, but if the parking violation threatens the health, safety or welfare of persons or property, then the lapse one hour (or such lesser time if exigent circumstances concerning safety demand sooner removal) after notice is placed upon the vehicle constitutes a reasonable amount of time after which the Metropolitan District may have the vehicle removed at the sole expense of the owner thereof to the extent not prohibited by law.

3.7.5 DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, AND THE ARC, HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF THE PERFORMANCE OF ANY MAINTENANCE, SERVICING, REBUILDING, REPAIR, DISMANTLING, OR REPAINTING OF ANY TYPE OF VEHICLE, BOAT, TRAILER, MACHINE OR DEVICE OF ANY KIND, BY ANY OWNER OR OTHER PERSON.

Section 3.8. ***Nuisances.***

No nuisance is permitted which is visible within or otherwise affects any portion of the Property. A "**nuisance**" includes violation of Section 3.2 of these Covenants.

Section 3.9. ***No Hazardous Activities; No Hazardous Materials or Chemicals.***

No activities shall be conducted on any Unit which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Unit (except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace or outdoor fire pit powered by natural gas, propane or something similar). Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit, except such as may be contained in household products normally kept at homes for use of the residents thereof, and in such limited quantities so as not to constitute a hazard or danger to person or property.

Section 3.10. ***Lights.***

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare.

Section 3.11. ***Restrictions on Trash and Materials.***

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on a Unit, except inside a residence, nor shall such items be deposited on a street, unless placed in a suitable, covered container that is suitably located solely for the purpose of trash or recycling pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Unit. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Finally, trash removal services may be subscribed to by the Metropolitan District on behalf of the residents of the Property and, if so, the governing board of the Metropolitan District may determine the scope, frequency, and all other matters, with regard to such trash removal services; and the Owners shall pay their proportionate share of such trash removal services, as determined by the governing board of the Metropolitan District. Neither this Section nor these Covenants prohibit composting to the extent that it has been approved by the ARC.

Section 3.12. ***Trash Removal Services and Recycling.***

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

Section 3.13. ***Units to be Maintained.***

Subject to Section 3.5 hereof, each Unit (including the roof, exterior walls, and windows thereof, and adjacent tree lawn areas) shall at all times be maintained, repaired and replaced in a

good condition and repair by the Owners of such Unit. Any concrete foundation components and concrete post-tension slab that is installed as part of the construction of any Units on the Property or any geogrid extending underground from any retaining wall on or adjacent to a Lot shall not be cut, drilled, removed or modified by any Owner unless such work is performed in accordance with plans prepared by a licensed structural engineer.

Section 3.14. ***Leases.***

The term "**lease**," as used herein, includes any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include month-to-month rentals and subleases of not less than 30 days. Any Owner has the right to lease his Unit, or any portion thereof, as long as all leases provide that the terms of the lease and lessee's occupancy of the leased premises are subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the Governing Documents, in any respect, constitutes a default under the lease.

Section 3.15. ***Landscaping.***

3.15.1 Installation Requirement. Within the time frames as hereinafter provided, subject to applicable "**force majeure**" delays as determined by the ARC, the Owner of each Unit (other than Developer or a Builder) shall install landscaping on all portion of the Unit which is not covered by a building or other Improvement, as well as on the tree lawn areas adjacent to such Unit. The Owner of each Unit (other than Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then: within one hundred (180) days after acquisition of such Unit by such Owner, if said acquisition occurs between April 1 and July 31; or, by the following July 31, if such acquisition does not occur between April 1 and July 31. Landscaping plans must be submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval must be obtained prior to the installation of landscaping, in accordance with Article 2 of these Covenants. Each Owner shall maintain all landscaping on such Owner's Unit, and on adjacent tree lawn areas, in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping. Landscaping means any combination of turf, trees, hedges, shrubs, gardens and/or other plant materials and horticultural elements, and nonliving materials such as rocks, mulch, walls, paved areas or courts, ornamental objects and the formation of banks, terraces or other earth works and other amenity features.

Section 3.16. ***Grade and Drainage; Irrigation Recommendations; Drainage Easement; Maintenance of Surface Drainage Improvements; Utility Services.***

3.16.1. Each Owner shall maintain the grading upon his Unit, and grading around the building foundation, at the slope and pitch fixed by the final grading thereof, so as to maintain the established drainage. Each Owner agrees that he will not in any way interfere with the established drainage pattern over his Unit. In the event that it is necessary

or desirable to change the established drainage over any Unit, then the Owner thereof shall submit a plan to the ARC for review and approval (which may be with conditions and/or requirements), in accordance with Article 2 of these Covenants, and any such change shall also be made in accordance with all laws, regulations, requirements and resolutions of all applicable governmental entities. For purposes of this Section, "**established drainage**" is defined as the drainage which exists at the time final grading of a Unit by the Developer, or by a Builder, is completed.

3.16.2. The Owner of a Unit should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the dwelling unit or any slab on the Unit. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the Owner of the Unit should water such shrubbery by "**controlled hand-watering**," and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls and slabs.

3.16.3. Developer reserves to itself and to the Metropolitan District the right to enter in and upon each rear, front and side yard drainage easements of record, at any time, to construct, repair, replace or change drainage pipes, structures or drainage ways, or to perform such grading, drainage or corrective work as Developer or the Metropolitan District may determine.

3.16.4 To the extent authorized by its Service Plan and applicable law, and without limiting its authority, the Metropolitan District may provide trash collection service for all or a portion of the Units and levy and collect fees, charges, and other amounts for such trash collection service from any Units receiving such trash collection service.

ARTICLE 4. WAIVER OF JURY TRIAL

Section 4.1. ***Jury Waiver.***

TO THE EXTENT PERMITTED BY LAW, THE DEVELOPER, THE METROPOLITAN DISTRICT, THE ARC, ANY BUILDER OR UNIT OWNER OR ANY OTHER PARTY BOUND BY THE PROVISIONS OF THESE COVENANTS, DOES, BY AGREEING TO BE BOUND BY THE PROVISIONS OF THESE COVENANTS, HEREBY WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE PROVISIONS OF THESE COVENANTS.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1. ***Rules and Regulations.***

Rules and regulations, if any, concerning and governing the Property, may be promulgated, adopted, enacted, modified, amended, repealed, and re-enacted by the governing board of the

Metropolitan District ("**Rules and Regulations**") in accordance with C.R.S. § 32-1-1001(1)(m), as amended, and such actions shall not be construed as an amendment to these Covenants requiring processing under Section 5.6, hereof. The Rules and Regulations, if any, may state procedural requirements, interpretations, clarifications and applications of any provision(s) of these Covenants or the Guidelines and law, and may include blanket requirements, blanket interpretations, and blanket applications. The governing board of the Metropolitan District has the authority to adopt or vary one or more Rules and Regulations that are different for different types of Units, if any. Any Rules and Regulations, if any, shall not be inconsistent with or contrary to these Covenants. The District (through the Board of Directors) may establish penalties for the infraction of the Rules and Regulations, including the levying and collecting of fines for the violation of any of such Rules and Regulations or policies and procedures in accordance with C.R.S. §§ 32-1-1001(1)(j) and (k) and 32-1-1004.5, as amended, and other applicable statutory provisions.

Section 5.2. ***Enforcement.***

5.2.1 Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in these Covenants, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity, subject to the provisions of Article 4. The Developer, the ARC and the Metropolitan District, and any aggrieved Owner, has the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy is exclusive of other remedies that may be available. Failure by the Developer, the ARC, the Metropolitan District, or any Owner, to enforce any covenant, restriction or other provision contained in these Covenants, 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 these Covenants, regardless of the number of violations or breaches that may occur.

5.2.2 The foregoing includes the right of the Metropolitan District in compliance with applicable law and its written policies governing the imposition of fines to: send demand letters and notices; charge interest and/or late charges; levy and collect fines; impose liens (as provided in C.R.S. Section 32-1-1001(j)(1), as amended); and negotiate, settle and/or take any other actions, with respect to any violation(s), or alleged violation(s), of any of the Governing Documents.

5.2.3 To the extent required by law in connection with the Metropolitan District furnishing covenant enforcement and design review services under these Covenants and Section 32-1-1004(8), as amended, the Metropolitan District shall adopt a written policy setting forth the Metropolitan District's procedure for addressing disputes arising between the Metropolitan District and one or more unit owners related to the enforcement of these Covenants.

Section 5.3. ***Severability.***

All provisions of these Covenants are severable. Invalidation of any of the provisions by judgment, court order or otherwise, shall in no way affect or limit any other provisions, which shall remain in full force and effect.

Section 5.4. ***Rights and Easements of Developer and Builders.***

Notwithstanding anything to the contrary contained in the Governing Documents, it is expressly permissible and proper for Developer and each Builder, and their respective employees, agents, and contractors, to perform all activities, and maintain Improvements, tools, equipment, and facilities, on the portion of the Property owned by them and also on public property, incidental to development, construction, use, rental, sale, occupancy, and/or advertising. The foregoing includes locating, maintaining and relocating management offices, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations on the portion of the Property owned by them and also on public property, as determined by the Developer or applicable Builder. In addition, nothing contained in these Covenants limits the rights of Developer, or require the Developer, to obtain approvals:

5.4.1. to excavate, cut, fill or grade any property (with the consent of the Owner thereof), or to construct, alter, demolish or replace any Improvements;

5.4.2. to use any Improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office, in connection with the development, construction or sale of any property; and/or

5.4.3 to seek or obtain any approvals under these Covenants for any such activity.

Section 5.5. ***Conflict of Provisions.***

In the case of any conflict between any of the Governing Documents, these Covenants control.

Section 5.6. ***Duration, Revocation and Amendment.***

5.6.1 Each and every provision of these Covenants run with and bind the Property perpetually from the date of recording of these Covenants. Subject to subsections 5.6.2, 5.6.5 and 5.6.6 of these Covenants, these Covenants may be amended, supplemented and/or terminated, by the affirmative vote or agreement of the Owners that constitute a simple majority of all of the Units, but the Metropolitan District shall not be required to comply with or enforce any Owner-adopted amendments, supplements or termination, until such time as the governing board of the Metropolitan District receives a recorded copy of such amendment, supplement and/or termination, and shall not be required to enforce any such amendments or supplements that are ultra vires.

5.6.2 Until all of the Units have been conveyed to the first Owners thereof other than the Developer or a Builder, no amendment, supplement or termination of these Covenants shall be effective, without the prior written approval of the Developer, which may be with conditions and/or requirements.

5.6.3 These Covenants may be amended, in whole or in part, by the Developer without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, including the department of housing and urban development, the federal housing administration, the veterans administration, the federal home loan mortgage corporation, the government national mortgage association, and the federal national mortgage association. This subsection 5.6.3 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

5.6.4 Notwithstanding anything to the contrary, these Covenants may be amended, in whole or in part, by the Developer without the consent or approval of any other Owner, any Builder, the Metropolitan District, or any other Person, in order to correct any clerical, typographical, technical or other errors in these Covenants and/or to clarify any provision(s) of these Covenants. This subsection 5.6.4 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

5.6.5 Each Amendment to these Covenants enacted by the vote or agreement of Owners of Units shall be applicable only to disputes, issues, controversies, circumstances, events, claims or causes of action that arose out of acts, omissions, events or other circumstances that occurred after the date of recording of such amendment in the real property records of the County, and no such amendment shall be applied retroactively (i) to any disputes, issues, controversies, circumstances, events, claims or causes of action that arose out of acts, omissions, events or other circumstances that occurred or accrued before the date of recording of such amendment in the County, or (ii) to impair the rights or obligations of any Person, including Developer, as originally set forth in these Covenants. This subsection may not be amended without the written consent of the Developer.

5.6.6 Notwithstanding anything in these Covenants to the contrary, the terms and provisions of Article 4 inure to the benefit of Developer, are enforceable by Developer and shall not ever be amended before the date that is eight years after the date that all of the Units have been conveyed to the first Owners thereof other than the Developer or a Builder without the prior written consent of Developer and without regard to whether Developer owns any portion of the Property at the time of such amendment.

Section 5.7. ***Minor Violations of Setback Restrictions.***

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section prevents the prosecution of a suit for any other violation of these Covenants or the Guidelines, if any. A "**minor violation**," for the purpose of this Section, is a violation of not more than two (2) feet beyond the required setback lines or Unit lines. This provision applies only to the original structures and is not applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 5.8. ***Subdivision or Replatting of Units.***

The Developer hereby reserves the right to subdivide or replat any Unit(s) owned by the Developer. Each such subdivision or replatting may change the number of Units in the Property. The foregoing reservation includes the right to move any lot line(s) on Unit(s) for the purpose of accommodating Improvements which are, or may be constructed. This Section 5.8 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.9. ***Annexation.***

The Developer may annex to the Property additional real estate (including Improvements), including any real estate (including Improvements) which may previously have been withdrawn from the Property. Each such annexation, if any, shall be accomplished by recording in the County, of an annexation document that expressly states that the real estate (including Improvements) described therein shall be subject to these Covenants and all terms and provisions hereof. However, any such annexation may include provisions which, as to the real estate (including Improvements) described therein, adds to or changes the rights, responsibilities and other provisions of these Covenants. Any such additional or changed provisions may be amended, supplemented, and/or terminated, with the consent of the Owners that constitute a simple majority of all of the Units to which such provisions apply. The first three (3) sentences of this Section 5.9 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.10. ***Withdrawal.***

The Developer reserves the right to withdraw the Property, or any portion thereof, including one or more Units, from these Covenants, so long as the Developer owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be effected by the Developer recording a withdrawal document in the office of the Clerk and Recorder of the County. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate (including Improvements) from these Covenants so that, from and after the date of recording a withdrawal document, the real estate (including Improvements) so withdrawn is

not a part of the "**Property**". This Section 5.10 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.11. ***Notices.***

Any notice permitted or required in these Covenants is effective upon the earlier to occur of (i) personal delivery upon the Person to whom such notice is to be given; or (ii) two (2) days after deposit in the United States mail, postage prepaid, addressed to the Owner at the address for such Owner's Unit.

Section 5.12. ***Limitation on Liability.***

The Developer, any Builder, the Metropolitan District, the ARC, and their respective directors, officers, shareholders, members, partners, agents and employees, are not liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the Metropolitan District does not waive, and no provision of these Covenants shall be deemed a waiver of, the immunities and limitations to which the Metropolitan District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.13. ***No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Developer, any Builder, the Metropolitan District, the ARC, or their respective officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.14. ***Disclaimer Regarding Safety.***

DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, THE ARC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A UNIT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, THE ARC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE GOVERNING DOCUMENTS, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE

PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 5.16 (WAIVER) APPLIES TO THIS SECTION.

Section 5.15. ***Development Within and Surrounding the Property.***

Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Developer, any Builders, the Metropolitan District, the ARC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.16. ***Waiver.***

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Developer, each Builder, the Metropolitan District, the ARC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in these Covenants, including but not limited to those contained in Sections 5.12, 5.13, 5.14 and 5.15 and expressly agrees to be bound by the waiver of jury trial as provided in Article 4.

Section 5.17. ***Headings.***

The Article, Section and subsection headings in these Covenants are inserted for convenience of reference only, do not constitute a part of these Covenants, and in no way define, describe or limit the scope or intent of these Covenants or any of the provisions hereof.

Section 5.18. ***Gender.***

Unless the context requires a contrary construction, the singular includes the plural and the plural the singular and the use of any gender is applicable to all genders.

Section 5.19. ***Action.***

Any action that has been or may be taken by the Developer, any Builder, the Metropolitan District, the ARC, or any other Person, may be taken "**at any time, from time to time**". Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 5.20. ***Sole Discretion.***

All actions which are taken by, or on behalf of, the Developer, any Builder, the Metropolitan District, the governing board of the Metropolitan District, the ARC, or any other Person, shall be deemed to be taken "**in the sole discretion**" of such Person.

Section 5.21. ***Use of "Include," "Includes," and "Including".***

All uses, in these Covenants, of the words "**include**," "**includes**," and "**including**," will be construed to include the words "**without limitation**" immediately thereafter.

Section 5.22. ***Runs with the Land; Binding Upon Successors.***

The benefits, burdens, and all other provisions contained in these Covenants are covenants running with and binding upon the Property and all Improvements which are now or hereafter located on the Property. The benefits, burdens, and all other provisions contained in these Covenants are binding upon, and inure to the benefit of the Developer, the Builders and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns; but, no Person becomes a "**Developer**" or a "**Builder**" under these Covenants, except by written assignment or designation, as more fully provided in Sections 1.4 or 1.2 of these Covenants, respectively.

Section 5.23. ***Easement for Encroachments.***

To the extent that any Improvement on any Unit encroaches onto another Unit, a valid easement for the encroachment exists. In addition, to the extent that any Improvement or utilities located within a tract of land owned by the Metropolitan District or any other governmental or quasi-governmental entity and adjacent to a Unit, as shown on a recorded subdivision plat, encroaches onto a Unit by no more than 24 inches, a valid easement for the encroachment exists. The Metropolitan District or other governmental or quasi-governmental entity that owns an Improvement or utility that encroaches onto a Unit shall be responsible for maintaining that portion of such Improvement or utility that encroaches into the Unit.

Section 5.24. ***Governmental Immunity.***

Nothing herein shall be construed as a waiver of the rights and privileges of the Metropolitan District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 6 day of November, 2025.

DEVELOPER:

CENTURY LAND HOLDINGS, LLC,
a Colorado limited liability company

By: _____
Name: Todd Baker
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 2025, by TODD BAKER, as VICE PRESIDENT of Century Land Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

{S E A L}

SHARLENE KOLLHOFF
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20074004725
MY COMMISSION EXPIRES FEB 1, 2027

_____
Notary Public
My Commission expires: 02/01/2027

CONSENT OF BLUE LAKE METROPOLITAN DISTRICT NO. 4

The undersigned, Blue Lake Metropolitan District No. 4, hereby consents to the aforesaid Covenants and Restrictions of Blue Lake Metropolitan District No. 4.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6 day of November 2025.

BLUE LAKE METROPOLITAN DISTRICT NO. 4

By: _____
Name: Cynthia Myers
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 6th day of November, 2025, by Cynthia Myers as President of Blue Lake Metropolitan District No. 4.

Witness my hand and official seal.

{S E A L}

SHARLENE KOLLHOFF
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20074004725
MY COMMISSION EXPIRES FEB 1, 2027

_____
Notary Public
My Commission expires: 02/01/2027

EXHIBIT A
TO
COVENANTS AND RESTRICTIONS
OF BLUE LAKE METROPOLITAN DISTRICT NO. 4

(Property)

Lots 1 through 19 inclusive, Block 1,
Lots 1 through 27 inclusive, Block 2,
Lots 3 through 12 inclusive, Block 4,
Lots 1 through 7 inclusive, and Lots 11 and 12, Block 6,
Lots 1 through 12 inclusive, Block 7,
Lots 1 through 12 inclusive, Block 8,
Lots 1 through 12 inclusive, Block 9,
Lots 1 through 13 inclusive, and Lots 24 through 26 inclusive, Block 10,
Lots 1 through 9 inclusive, Block 11,
Lots 1, 5 and 6, Block 16,
Lots 1 and 2, and Lots 10 through 16 inclusive, Block 17,
Lots 2 through 14, Block 18, and
Lots 1 through 12, Block 19,
Blue Lake Subdivision Filing No. 2,
Town of Lochbuie, County of Weld, State of Colorado.