

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLTOP SUBDIVISION, DOUGLAS COUNTY COLORADO**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILLTOP SUBDIVISION is made and entered into by 303 INVESTMENTS, LLC, a Colorado limited liability company, ("**Declarant**" as hereinafter more fully defined).

RECITALS

A. The Declarant is the owner of the real property situated in the County of Douglas, State of Colorado, which is described on **Exhibits A and B**, attached hereto and incorporated herein by this reference ("**Community**," as hereinafter more fully defined).

B. The Declarant desires to subject and place upon the property described on the attached **Exhibits A and B** certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions.

C. This Declaration is exempt from the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq. because there are no mandatory assessments created under this Declaration, and there is no obligation to pay for real estate taxes, insurance premiums, maintenance, or improvements or other real estate or common area created under this Declaration.

D. Pursuant to C.R.S. § 32-1-1004, the Declarant, in imposing this Declaration on the Community, intends to empower the District (as defined in **Section 1.11.5** below) with the authority to provide governmental services, including but not limited to the provision of covenant enforcement and design review services, to the Community and to use therefor revenues that are derived from the Community.

AFFIRMATION

NOW, THEREFORE, the Declarants hereby declare that one or more plats that include the property described on the attached **Exhibit A** and the attached **Exhibit B**, have been recorded, and that all of the property described on the attached **Exhibit A** and the attached **Exhibit B**, as supplemented and amended (including by all annexations to this Declaration), shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

ARTICLE 1. DEFINITIONS

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 quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to any of those currently performed by any of such entities.

Section 1.2. *Architectural Review Committee or ARC.*

“**Architectural Review Committee**” or “**ARC**” means the committee appointed by a Declarant or District until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), and then appointed by the Board of Directors, all as more fully provided in Section 5.1.1 of this Declaration. The ARC shall review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

Section 1.3. *Board of Directors or Board.*

“**Board of Directors**” or “**Board**” means the body, regardless of name, designated in this Declaration, to act on behalf of the District. The enforcement of the Declaration of Covenants shall be provided by the Board of Directors of the District acting by and through one or more managers or designated representatives.

Section 1.4. *Builder.*

“**Builder**” means any Person who: (i) acquires one or more Lots for the purpose of constructing at least one residence on each such Lot for sale, and/or rental, to the public, and/or (ii) acquires one or more Units for sale to any Person fitting the description in Section 1.7(i); and is designated as a “**Builder**” under this Declaration in a written designation that is signed by the then-Declarant and Recorded.

Section 1.5. *Common Area.*

“**Common Area**” means any property now or hereafter owned or leased by the District, other than a “**Unit**” as defined in Section 1.27 of this Declaration. The “**Common Area**” may include one or more platted lots, but such platted lots shall be “**Common Area**” only if the same are so designated by the Declarant in one or more Recorded documents. Common Areas shall be open to the public subject to rules, regulations and closure by the District. **Common Area** includes the area described in **Exhibit B**.

Section 1.6. *Community.*

“**Community**” means real estate and Improvements described on the attached **Exhibits A and B**, as supplemented and amended. The name of the Community is Hilltop Subdivision.

Section 1.7. *Reserved.*

Section 1.8. *Reserved.*

Section 1.9. *Declarant or Declarants.*

“**Declarant**” or “**Declarants**” means the entities identified in the first paragraph of this Declaration, and each of them, as well as any other Person(s) to whom either or both of the Declarants, by Recorded document, expressly assigns one or more rights of a Declarant under this Declaration (which shall be the extent of the Declarant’s rights to which such assignee succeeds). Use of the word “**Declarant**” or “**Declarants**” in the Governing Documents denotes either of the aforesaid entities or their designated assignee(s), as provided in the preceding sentence, such that each of the Declarants, individually, is a “**Declarant**” and has all of the rights of the “**Declarant**” and of the “**Declarants**,” that are contained in the Governing Documents, or any of them.

Section 1.10. Declaration.

“**Declaration**” means this Declaration of Covenants, Conditions and Restrictions of Hilltop Subdivision, and any other Recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments, and also including maps and plats.

Section 1.11. Development Rights.

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

- 1.11.1. add real estate to this Community;
- 1.11.2. create Units and/or Common Area;
- 1.11.3. subdivide or replat Units;
- 1.11.4. withdraw real estate from this Community; and

Any of the Declarants may exercise its Development Rights in all or any portion of the Community, and no assurances are made as to the boundaries or order of exercise of any Development Rights. The Declarants’ rights to exercise Development Rights shall terminate automatically as provided in Section 1.27 of this Declaration (Special Declarant Rights).

Section 1.11.5 “**District**” means the Hilltop Metropolitan District, created pursuant to §32-1-101, *et. seq.*, C.R.S., and its manager(s) or designated representative(s).

Section 1.12. Governing Documents.

“**Governing Documents**” means this Declaration and any rules and regulations, policies and procedures, design guidelines, and other documents of the District, as well as all supplements, amendments and clarifications.

Section 1.13. Improvements.

“**Improvements**” means all structures now or hereafter located on a Unit or the Common Area(s), exterior improvements to any such structures, and any other exterior improvements made to a Unit, and any exterior appurtenances thereto or exterior components thereof, of every type and kind, including all landscaping features, except for public facilities and buildings owned or operated by the District.

Section 1.14. Lot

“**Lot**” means: each platted lot that is both (a) listed on the attached **Exhibit A** or is part of the Annexable Area, and (b) in the case of the attached **Exhibit A**, hereby subjected to this Declaration or, in the case of the Annexable Area, hereafter annexed to this Declaration as provided in Sections 12.4 or 12.6 hereof; with the exception of any publicly dedicated property.

Section 1.15. Owner.

“**Owner**” means each fee simple title holder of a Unit, including each Declarant, each Builder, and each other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. There may be more than one (1) Owner of a Unit.

Section 1.16. *Period of Declarant Control.*

"Period of Declarant Control" means a length of time that terminates no later than the earlier of: sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be included to Owners other than a Declarant; two (2) years after the last conveyance of a Unit by a Declarant in the ordinary course of business; or two (2) years after the right to add new Units to the Declaration was last exercised.

Section 1.17. *Permittees.*

"Permittees" means any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors, of an Owner.

Section 1.18. *Person.*

"Person" means a natural person, a corporation, a limited liability company, a partnership, the District, a trust, a joint venture, or any other entity recognized under the laws of the State of Colorado, or any combination thereof.

Section 1.19. *Records.*

"Records" means the official real property records of Douglas County, Colorado; **"to Record"** or **"to be Recorded,"** means to file for recording in the Records; and **"of Record"** and **"Recorded"** means having been recorded in the Records.

Section 1.20. *Security Interest.*

"Security Interest" means an interest in one or more Units, real estate or personal property, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Section 4.12 of this Declaration (Certificate of Status of Assessments) and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.2 of this Declaration (General Provisions of Insurance Policies), **"Security Interest"** also means any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is Recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the County in which such property is located show the Administrator as having the Record title to the Unit.

Section 1.21. *Security Interest Holder.*

"Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Section 4.12 of this Declaration (Certificate of Status of Assessments) and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.2 of this Declaration (General Provisions of Insurance Policies), the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is Recorded or not and the land records of the County in which such property is located, show the said Administrator as having the Record title to the Unit), or any successor to the interest of any such Person under such Security Interest.

Section 1.22. *Special Declarant Rights.*

“Special Declarant Rights” means the following rights, which rights are hereby reserved for the benefit of the Declarants or the District and which rights may be further described in this Declaration: to build and complete Improvements; to exercise any Development Right; to maintain sales offices, construction offices, management offices, model homes and signs advertising the Community and/or Units; to use easements through the Community for the purpose of making Improvements within the Community or within real estate which may be added to the Community. All of the Special Declarant Rights may be exercised by a Declarant or the District with respect to any portion of the property now or hereafter within the Community. A Declarant or the District may exercise any or all of these Special Declarant Rights at any times. Such rights shall terminate automatically either twenty (20) years after the date of Recording of this Declaration or at such time as any Declarant or any Builder no longer owns any portion of the property described on the attached **Exhibit A**, whichever occurs first.

Section 1.23. *“Sub-association”* means an association created pursuant to CRS 38-33.3-101 et. seq., by a Builder for the purposes of managing a subgroup of Lots or Units identified in the declaration of the Sub-association.

Section 1.24. *Unbuilt Units.*

“Unbuilt Units” means those Units that do not contain a residence on which a Certificate of Occupancy, or its equivalent, has been issued by the applicable governmental authority. **“Unbuilt Units”** includes those Units on which the residence on such Unit has been destroyed (for example, by fire). However, the **“Unbuilt Units”** that are referenced in the preceding sentences shall each cease to be an **“Unbuilt Unit”** when such Unit contains a residence on which a Certificate of Occupancy, or its equivalent, has been issued by the applicable governmental authority.

Section 1.25. *Unit.*

“Unit” means Lots, but does not include any Common Area or any publicly dedicated property. The word **“Unit,”** as defined above, includes Unbuilt Units (as hereinafter defined), except for such provisions in the Governing Documents in which **“Unbuilt Units”** are expressly referenced.

Section 1.26. *Units that May Be Included.*

“Units that May Be Included” means the maximum number of Units that may be subject to this Declaration, including those Units which may be included if all of the Annexable Area is annexed to this Declaration. However, the aforesaid number of Units that May Be Included is not a representation or a guarantee as to the actual number of Units that will ultimately be included in, or constructed, as part of the Community.

ARTICLE 2. DECLARANT CONTROL

Section 2.1. *Authority of Declarant During Period of Declarant Control.*

Except as otherwise provided in this Article, during the Period of Declarant Control, a Declarant, the District or Persons appointed by a Declarant may appoint all members of the ARC and

may remove all or any of the members of the ARC which have been appointed by a Declarant. The District, shall be herein appointed by the Declarant and shall undertake the right to appoint and remove members of the ARC before termination of the Period of Declarant Control; but, Declarant may revoke such appointment, for the duration of the Period of Declarant Control, that specified actions of the ARC, as described in a Recorded instrument executed by such Declarant, be approved by such Declarant before they become effective.

Section 2.2. *Termination of Period of Declarant Control.*

After termination of the Period of Declarant Control, the District and its Directors shall fulfill all Declarant duties as described herein. The Board of Directors shall elect the officers.

Section 2.3. *Cooperation and/or Delegation.*

The Declarant shall have the right and authority to cooperate with, and/or delegate to, any community, the District or other district(s), and/or any other Person(s), in order to increase consistency or coordination, reduce costs, or as may otherwise be determined by the Board of Directors.

Section 2.4. *Rules and Regulations and Policies and Procedures.*

Rules and regulations and policies and procedures concerning and governing the Community may be adopted, amended, repealed and/or enforced by the Board of Directors, and the Board of Directors may establish and enforce penalties for the infraction thereof, including the levying and collecting of fines for the violation of any of such rules and regulations or policies and procedures; provided that, notwithstanding the foregoing, until automatic termination of the Special Declarant Rights as provided in Section 1.25 hereof (Special Declarant Rights), each adoption, amendment and repeal of the rules and regulations or policies and procedures requires the prior, written approval of the Declarant and the District. The rules and regulations and policies and procedures may include: procedural requirements; interpretations and applications of this Declaration and law, including blanket requirements, blanket interpretations, and blanket applications; and covenants, conditions, restrictions, requirements, and/or other provisions, pertaining to any matters, including vehicles and animals. Such rules and regulations and policies and procedures may be different for different types or prices of Units, construction or homes. No rules and regulations or policies and procedures that are adopted shall be contrary to this Declaration.

Section 2.5. *Declaration Enforcement.*

Enforcement of this Declaration, rules and regulations, requirements, policies and architectural standards established herein and as may be adopted by the Declarant, Board of Directors or the ARC shall be the responsibility of the Declarant during the Period of Declarant Control. After the Period of Declarant Control, or prior with written direction from Declarant, the District shall be the sole entity responsible for enforcement of this Declaration, rules and regulations, requirements, policies and architectural standards established herein.

Section 2.6. *Notice of Meetings and Other Matters of the District.*

Notices of any meetings, newsletters and other correspondence or documents concerning the ARC shall be sent to a Declarant at the same time that such notices, newsletters, and other correspondence or documents are sent to the Owners. However, the foregoing shall expire upon automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights).

Section 2.7. *Authenticated Electronic Representation.*

Notwithstanding anything to the contrary contained in the Governing Documents, to the extent not prohibited by applicable law, the District may use technology or electronic representation in completing its duties and responsibilities. In this regard, any reference in any of such documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent not prohibited by applicable law, the provisions of all of such documents shall be deemed to include provisions which permit such authenticated electronic activity.

ARTICLE 3. FINES AND PENALTIES

Section 3.1. *Personal Obligation for Fines.*

Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees, and shall be personally obligated, to pay to the District any and all fines and penalties, as provided in this Declaration; with such fines and penalties to be established and collected as hereinafter provided. All Owners of each Unit shall be jointly and severally liable to the District for the payment of all fines and penalties attributable to their Unit.

Section 3.2. *Purpose of Fines and Penalties.*

The fines and penalties levied by the District are used to protect and maintain the recreation, health, safety and welfare of the residents of the Units through enforcement of the Declaration and the rules and regulations. The Board of Directors, or which the District, or the Board of Directors, may be empowered to pursue pursuant to this Declaration or by law.

Section 3.3. *Liens.*

3.3.1. The District has a statutory lien on each Unit for any amount levied against that Unit or the Owner(s) thereof, including for fines imposed against the Unit's Owner(s). Fees, charges, late charges, attorney fees, fines and interest are enforceable under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items fines and penalties are imposed. If a fine or penalty is payable in installments, each installment is a lien until paid in full.

3.3.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further Recordation of any claim of lien is required. However, the Board of Directors or any officer of the ARC or any managing agent of the District, may prepare and record in the county in which the applicable Unit is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Unit, and a description of the Unit. If a notice of lien is filed, the costs and expenses thereof shall be added to the due amount for the Unit against which it is filed and collected as part and parcel thereof. The District's lien may be foreclosed as provided by law.

Section 3.4. *Priority of Lien.*

3.4.1. A lien under this Article is prior to all other liens and encumbrances on a Unit to the same extent as any other liens that may be legally imposed by the District.

3.4.2. This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other lawful purposes of the District.

Section 3.5. *Certificate of Status of Fines and Penalties.*

The District shall furnish to an Owner, or such Owner's designee, or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the District's registered agent, a written statement setting forth the amount of unpaid fines and penalties, if any, currently levied against such Owner's Unit. The statement shall be furnished within a reasonable time after receipt of the request and is binding on the District, the Board of Directors and every Owner. The District or its agents shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 3.6. *Application of Payments; Effect of Non-Payment; District Remedies.*

3.6.1. Payments received by the District from or for Owners, shall be applied as determined by the Board of Directors.

3.6.2. Any fine or penalty or other amounts not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at any lesser rate, if any lesser rate is set by the Board of Directors, and the Board of Directors may charge a periodic late charge in such amount(s) and for such period(s) as may be set by the Board of Directors. The District may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against such Owner's Unit. If a judgment or decree is obtained, including in a foreclosure action, such judgment or decree shall include reasonable attorney's fees, together with the costs of the action, and may include interest and late charges, as above provided. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the District from taking a deed in lieu of foreclosure.

Section 3.7. *Surplus Funds.*

To the extent permitted by Colorado law, any surplus Community services or fine and penalty funds of the District remaining after payment of, or provision for, District expenses, and any prepayment of or provision for reserves, shall be retained for use by the District, and need not be paid to the Owners, or credited to them.

Section 3.8. *Other Charges.*

The District may levy and assess charges, costs and fees, for matters such as, but not limited to, the following, in such amounts(s) as the Board of Directors may determine, including: reimbursement of charges that are made to the District by its managing agent or other Person; copying of District or other documents; returned checks; telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; notices and demand letters; and other charges incurred by the District. All such charges, costs and fees shall be in addition to the fines and penalties levied by the District, but shall be subject to all of the District's rights with respect to the collection and enforcement of liens.

Section 3.9. *Charges for Misconduct.*

If any District expense is caused by the misconduct of any Owner and/or such Owner's Permittees, the District may assess that District expense exclusively against such Owner and his Unit.

ARTICLE 4. ARCHITECTURAL REVIEW

Section 4.1. *Composition of ARC; Authority of Representative.*

4.1.1. The Architectural Review Committee shall consist of three (3) or more persons as appointed by the Declarant or the District. Until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), the Architectural Review Committee shall be appointed by a Declarant; subsequent to such date, the Architectural Review Committee shall be appointed by the District. The power to “**appoint**” the Architectural Review Committee shall include the power to: constitute the membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member(s) of the Architectural Review Committee, with or without cause, and appoint the successor(s) thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set by the appointor. The appointments of all then-current members of the ARC who were appointed by a Declarant shall automatically terminate at such time as both Declarants’ power to appoint members of the ARC expires.

4.1.2. The ARC may appoint a representative to act on its behalf. If the ARC does so, then the actions of such representative shall be the actions of the ARC, subject to the right of appeal as provided below. However, if such a representative is appointed by the ARC, then the ARC shall have full power over such representative, including the power to withdraw from such representative any of such representative’s authority to act on behalf of the ARC, and shall also have the power to remove or replace such representative.

Section 4.2. *Required Review and Approval; Reimbursement for Expenses.*

4.2.1. Except as provided in Sections 5.8 (Variance) and 5.11 of this Declaration (Each Declarant’s Exemption; Each Builder’s Exemption), no Improvements shall be constructed, erected, placed, planted, applied or installed upon any Unit, unless complete plans and specifications therefor (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, retaining walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Architectural Review Committee), shall have been first submitted to and approved in writing by the Architectural Review Committee.

4.2.2. The Architectural Review Committee shall endeavor to exercise its judgment to the end that all Improvements reasonably conform to and harmonize with the existing surroundings, residences, landscaping and structures.

4.2.3. In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant(s) reimburse the ARC for the actual expenses incurred, or reasonably anticipated to be incurred, by the ARC, in the review and/or approval process. Such amounts, if any, shall be levied in addition to the assessments against the Unit for which the request for Architectural Review Committee approval was made, but shall be subject to the District’s lien and subject to all other rights of the District for the collection of assessments.

4.2.4. In addition to the required approvals by the Architectural Review Committee as provided in this Article, 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 issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by City of Castle Pines, Colorado, if required, shall be a precondition to commencement of construction of, alteration of, addition to or change in, any Improvement.

Section 4.3. *Procedures.*

The Architectural Review Committee shall decide each request presented within forty-five (45) days after the complete submission of the application or request and all plans, specifications and other materials and information which the ARC may require in conjunction with such application or request. The Architectural Review Committee shall, on or before the 45th day, provide a response to the applicant stating the request is approved or the basis for denial or failure to act. If the applicant fails to provide any additional information requested by the ARC then such application or request shall be deemed to have been denied by the ARC. If the ARC does not provide such written response then such application shall be deemed denied and applicant bears the responsibility to contact the ARC to determine the grounds for same.

Section 4.4. *Vote and Appeal.*

A majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Article, unless the ARC 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 Architectural Review Committee denies a request for approval, then any Owner shall have the right to an appeal of such decision to the full ARC, upon a written request therefor submitted to the ARC within ten (10) days after such decision by the ARC's representative. The decision of the ARC shall be final. No additional or further appeals are permitted, nor will any be recognized.

Section 4.5. *Prosecution of Work After Approval.*

After approval of any proposed Improvement by the ARC, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application, or such lesser time as may be provided on the application for approval, or failure to complete the Improvement in complete conformance with terms and conditions of the approval, shall constitute noncompliance with the requirements for approval issued by the ARC and a violation of this Article; provided, however, that the ARC may grant extension(s) of time for completion of any Improvement(s).

Section 4.6. *Inspection of Work.*

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement prior to, during or after completion. However, unless the ARC expressly states, in a written document, that an Improvement is being, or has been, completed in conformance with the ARC's approval therefor, no such conformance shall be implied from any inspection of the Improvement.

Section 4.7. *Standards/Guidelines.*

Except as provided in the last sentence of this Section, the Architectural Review Committee has the authority to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural and landscape standards, guidelines, and rules and regulations to interpret and implement the provisions of this Declaration. Such architectural and landscape standards, guidelines, and rules and regulations, include all documents of the District, regardless of the names (or lack thereof). Such provisions may include 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 ARC, may state procedural requirements, may specify acceptable Improvement(s) that may be installed without the prior approval of the ARC, may include architectural and landscape standards, design guidelines, covenants, conditions, restrictions, requirements, and/or other provisions, pertaining to any matters, and may include any provisions that are different for different types, sizes or prices of Units, construction or residences (including garages, porches and overhangs). In addition, such provisions may provide for blanket approvals, interpretations or restrictions on Improvements. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval. All Improvements proposed to be constructed, and any guidelines that are adopted, shall be done and used in accordance with this Declaration. However, after appointment of the ARC by the District, any architectural standards, guidelines, rules and regulations, or any modifications to existing architectural standards, guidelines, rules and regulations, proposed by the Architectural Review Committee, shall not be effective until the same have been approved by the Board of Directors.

Section 4.8. *Variance.*

The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article 10 of this Declaration (Restrictions), 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 shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or Improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 4.9. *Waivers; No Precedent.*

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

Section 4.10. *Liability.*

Neither the ARC, nor any members, employees or agents thereof, nor either Declarant or District, nor any officers, employees or agents thereof, shall be liable in equity or damages to any Person submitting requests for approval or to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove. In reviewing any matter, neither the ARC, nor either Declarant or District, shall be responsible for the safety, whether structural or otherwise, of any item(s) submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, and any approval of an Improvement by the ARC, District, or a

Declarant, shall not be deemed an approval of any such matters. No Member or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval or disapproval granted by, the ARC, District or the Declarant.

Section 4.11. *Declarant's and District's Exemption; Each Builder's Exemption.*

4.11.1. Notwithstanding anything to the contrary, each Declarant and the District shall be exempt from all provisions of this Article, as well as any and all other matters that require ARC review and/or approval, except the requirements to obtain approval of the governmental entities with jurisdiction thereover as provided in Section 4.2.4 of this Declaration.

4.11.2. Notwithstanding anything to the contrary, as long as a Builder has received design approval from a Declarant or the District, such Builder shall be exempt from the provisions of this Article, as well as any and all other matters that require ARC review and/or approval, except for the requirements to obtain approval from the governmental entities with jurisdiction thereover as provided in Section 5.2.4 of this Declaration.

ARTICLE 5. INSURANCE

Section 5.1. *Insurance.*

The District shall maintain insurance in connection with its functions. Such insurance to be maintained by the District shall include property insurance, commercial general liability insurance, fidelity coverage and personal liability insurance to protect directors and officers of the District from personal liability in relation to their duties and responsibilities in acting as directors and/or officers on behalf of the District. In addition, the District may maintain insurance against such other risks as the Board of Directors may determine, including workers' compensation insurance, and may maintain insurance on such other property and/or against such other risks, as the Board of Directors may determine. Nothing herein shall be construed or interpreted as a waiver of the District's governmental immunity as provided by law.

Section 5.2. *Insurance to be Maintained by Owners.*

An insurance policy issued to the District does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Owner's Unit, and the Improvements thereon, as well as on personal property belonging to an Owner, all of which shall provide for replacement cost coverage, and public liability insurance coverage on each Unit, shall all be the responsibility of the Owner of such Unit. Each Unit shall be insured in an amount not less than the full replacement value of the Improvements therein and thereon.

ARTICLE 6. DAMAGE OR DESTRUCTION

Section 6.1. *Damage or Destruction.*

6.1.1. Any portion of the Community for which casualty insurance is carried by the District, and which is damaged or destroyed, must be repaired or replaced promptly by the District except as may otherwise be determined by the Board of Directors.

ARTICLE 7. EXTERIOR MAINTENANCE

Section 7.1. *General.*

7.1.1. Maintenance, repair and replacement of all Improvements or Common Area owned or leased by the District, excluding the Units, as well as any drainage structure or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the District, unless the same has been dedicated to and accepted by a governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been authorized by law to be performed by the District, special district or other municipal or quasi-municipal entity. In addition, the District may have trash removal services provided to the Units, the scope and all other matters of which may be determined by the Board of Directors. Finally, the District may provide such other maintenance, repair and replacement as the Board of Directors determines. The costs, expenses, fees, and other amounts to be expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 7.4 hereof (Acts or Omissions), be collected by the District.

7.1.2. The extent, degree and timing of snow removal, and of maintenance, repair, replacement and all other matters, that are performed or to be performed by the District, shall be determined by the Board of Directors. In no event shall the District, or the Board, be responsible for removal of ice, or repair of damage, or injuries, caused by ice.

7.1.3. Subject to Section 7.1.1 of this Declaration, each Owner shall, at all times, maintain, repair and replace such Owner's Unit, and all Improvements on said Unit. The maintenance, repair and replacement described in this subsection shall be performed at such Owner's sole cost and expense. The foregoing is subject to the provisions of Section 8.4 of this Declaration (Acts or Omissions).

Section 7.2. *District's Right to Repair, Maintain and Replace.*

In the event any Owner(s) shall fail to perform his maintenance, repair and/or replacement obligations in a manner satisfactory to the Board or District may, if said failure continues for a twenty (20) day period after written notice to said Owner(s) by or for the Board, enter upon said Unit subsequent to the expiration of said twenty (20) day time period, to perform any or all of such maintenance, repair or replacement. The cost of such maintenance, repair and/or replacement shall be the personal obligation of the Owner(s) of the Unit. Notwithstanding the foregoing, no notice shall be required in emergency situations. All costs incurred by the District in performing any of the foregoing maintenance, repair and/or replacement activities shall be collected from the applicable Owner(s) in accordance with this Declaration, including fines, interest, late charges, attorney's fees and lien rights.

Section 7.3. *Non-Interference with Grade and Drainage.*

Each Owner agrees, for themselves and their heirs, personal representatives, successors and assigns, that they will not in any way interfere with or obstruct the established drainage pattern over any real property. Except as to each Declarant, the District, and each Builder, in the event that it is necessary or desirable to change the Established Drainage over any Lot or Common Area, then the party responsible for the maintenance of such real property shall submit a plan to the ARC for its

review and approval, in accordance with Article 4 of this Declaration (Architectural Review), and any such change shall also be made in accordance with all laws, regulations 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 is completed by a Declarant, District, or a Builder.

Section 7.4. *Acts or Omissions.*

Notwithstanding anything to the contrary, in the event that the need for maintenance, repair or replacement of or within any property or Improvement, is caused by the act or omission of any Owner, or by the act or omission of such Owner's Permittees, the cost of such repair, maintenance, replacement or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the District for such maintenance, repair or replacement shall be added to the assessment to which such Owner's Unit is subject and shall be subject to all of the terms and provisions of Article 4 of this Declaration. A determination of the act or omission of any Owner, or such Owner's Permittees, and the amount of the Owner's liability therefor, shall be determined by the District at a hearing after notice to the Owner.

ARTICLE 8. EASEMENTS

Section 8.1. *Other Easements.*

In addition to any other easements that may be granted or reserved elsewhere in this Declaration or other documents, the following Sections describe easements to which the Community is or may be subject.

Section 8.2. *Access Easement.*

Each Owner hereby grants: to the District, and to its agents, employees and contractors, a right and easement on, over, under, across and through such Owner's Unit, for maintenance, repair and replacement as provided in this Declaration; to utility providers, their contractors, agents and employees, for access to, inspection, maintenance, repair and replacement of utility meters, lines and appurtenances; and to the District, for and incidental to inspection and/or enforcement, incidental to any term or provision of any of the Governing Documents. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Area, any Improvement, any other property, or any Unit, the Owner responsible for the damage, or expense to avoid damage, or the District if it is responsible, is liable for the cost of prompt restoration and repair. 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 shall be required in connection with any exterior, non-intrusive entry; 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 shall be notified of emergency entry as early as is reasonably possible. The interior of any residence shall not be subject to the easements provided for in this Section.

Section 8.3. *Utilities Easements.*

Each Declarant and the District hereby reserves a blanket easement upon, across, over and under the Common Area for utilities and the installation, replacement, repair and maintenance of utilities, including water, sewer, gas, telephone, electricity, cable, and 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 Common Area and

to affix, repair, maintain and replace water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits and meters, regardless of whether the aforesaid constitute portions of main distribution systems or individual services. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, each Declarant and the District reserves and is hereby given the right and authority to grant such easement upon, across, over and/or under any part or all of the Common Area without conflicting with the terms hereof; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.25 of this Declaration, at which time said reserved right shall vest in the District. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other Recorded easement(s) on the Common Area.

Section 8.4. *Easement for Encroachments.*

To the extent that any Improvement on a Unit, or on the Common Area, encroaches on any other Unit or Common Area, including overhangs, eaves, gutters, pipes and window wells, a valid easement for the encroachment exists.

Section 8.5. *Drainage Easement.*

Each Declarant hereby reserves, to itself and to the District, easements for drainage and drainage facilities across the five (5) rear, five (5) front, and five (5) side feet of each Lot; provided, however, that if a residence is located upon any of the areas described in this sentence, then such easement shall be reduced in width to the width of the distance from the nearest lot line of such Lot to the exterior wall of the residence on such Lot that is nearest to such lot line. Except for residences as provided in the preceding sentence, no Improvements shall be placed or permitted to remain on any Lot nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water or other moisture through channels or swales within such rear, front and side yard drainage easements. Each Declarant reserves to itself and to the District the right to enter in and upon each such rear, front and side yard drainage easements to construct, repair, replace or change drainage pipes, structures or drainage ways, or to perform such grading, drainage or corrective work as a Declarant, the District may deem necessary or desirable; provided, however, that such right and authority in the Declarants shall cease at such time as the Special Declarant Rights automatically terminate as provided in Section 1.25 of this Declaration, at which time said reserved right shall vest in the District.

Section 8.6. *Easement for Unannexed Property.*

Each Declarant and the District hereby reserves, for the use and benefit of the Annexable Area, a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, alleys, sidewalks, access ways and similar Common Area, now or hereafter constructed, erected, installed or located in or on the Community, and on, over, across and under the Common Area for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement, reading, and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the "**Annexable Area Easement**"). By virtue of this Annexable Area Easement, each Declarant and the District generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the Annexable Area which have not been included in the Community. Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after Recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area

at such time as the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; a Declarant's failure to withdraw such portion of the Annexable Area, or any portion thereof, from this Declaration; and expiration of a Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

ARTICLE 9. RESTRICTIONS

Section 9.1. *Restrictions Imposed.*

This Community is subject to the Recorded easements, licenses, and other matters listed on Exhibit C and the restrictions and requirements included in Exhibit D attached hereto and incorporated herein by this reference, as well as the provisions of any plat and/or final development plan applicable to the Community or any portion thereof, but the Community is subject to such documents only as and to the extent provided in such documents. In addition, the Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and transferred, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. Pursuant to the Hilltop Plat recorded against the Property, the Common Areas, including Tract A and Tract B are dedicated to be owned by the District and are permanently preserved as open space.

Section 9.2. *Compliance with Law.*

All Owners, all Permittees, and all other Persons, who reside upon or use any Unit or any other portion of the Community, shall comply with all applicable statutes, ordinances, laws, regulations, rules and requirements of all governmental and quasi-governmental entities, agencies and authorities.

Section 9.3. *Residential Use; Certain Permitted Business Activities.*

Subject to Section 12.5 of this Declaration (Each Declarant's and Each Builder's Use), Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied, as determined by the Board:

9.3.1. The business conducted is clearly secondary to the residential use of the dwelling unit and is conducted entirely within the dwelling unit;

9.3.2. The existence or operation of the business is not detectable from outside of the dwelling unit by sight, sound, smell or otherwise, or by the existence of signs;

9.3.3. The business does not result in an undue volume of traffic or parking that affects the Community;

9.3.4. The business conforms to all zoning provisions and is lawful in nature; and

9.3.5. The business conforms to all District rules and regulations and policies and procedures.

Section 9.4. *Nuisances.*

No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Units in the Community or any portion thereof. As used herein, the term “**Nuisance**” shall include each violation of any of the Governing Documents or law, but shall not include any activities of a Declarant or District which are incidental to the development and construction of, and promotion, marketing, and sales activities in, the Community. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 9.5. *Animals.*

No animals, horses, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Unit may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Community. A maximum of two horses per Unit is allowed with the provision of adequate facilities for feed storage, shelter, fencing and animal waste removal by the Owner. Owners are solely responsible for collecting and removing all large animal waste from each Lot for off-site disposal. Such off-site disposal shall be not less than monthly or more frequently as deemed necessary by the Owner. Open grazing is prohibited. An Owner is permitted to keep chickens, provided, however, the Owner must submit to the District a site plan and arc drawing of the chicken coop. All animals and pets shall be confined to the area of the individual Unit by fencing approved by the District. The District shall have, and is hereby given, the right and authority to do the following, as well as take such other action(s) with regard to these matters as the Board of Directors may determine: set a maximum number of household pets; set a size or poundage limit; regulate the type(s) of pets that are permitted to be kept; determine that any animals or pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; determine that an Owner is in violation of the leash laws of the applicable jurisdiction or other governmental laws, ordinances, or other provisions related to animals or pets; or determine that an Owner is otherwise in violation of any provision of the Governing Documents. If the District determines that any of the foregoing have been or are being violated, the District may take any action(s) to correct the same. An Owner’s right to keep household pets is coupled with the responsibility to pay for any damage caused by such pets, as well as all costs incurred by the District as a result of such pets, and any such costs and damages shall be subject to all of the District’s rights with respect to the collection and enforcement of assessments as provided in this Declaration.

Section 9.6. *Miscellaneous Improvements.*

9.6.1. No advertising or signs of any character shall be erected, placed, permitted or maintained other than: a name plate of the occupant and a street number; and a “**For Sale**,” “**Open House**,” “**For Rent**” or security sign(s) of not more than a total of six (6) square feet and limited to a single sign within the confines of a Unit posted only for the purpose of selling, renting or evidencing the existence of a security system on such Unit; and political signs and other signs, in conformance with all other laws and regulations; and such other signs, for such length(s) of time, which have the prior written approval of the Board or are otherwise expressly permitted by law; provided, however, that any and all such advertising or signs shall

be subject to any and all specifications and/or rules and regulations adopted by the Board of Directors. Notwithstanding the foregoing, any signs, advertising, or billboards, may be used by a Declarant, the District, or a Builder (with the written consent of a Declarant), without regard to any specifications or any rules and regulations of the Board, and without the prior written approval of the Board, the ARC, or any other Person.

9.6.2. No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Unit or from the Common Area.

9.6.3. Except as may otherwise be permitted in writing by the ARC, 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 Unit, except inside a residence (including garages, porches and overhangs) or otherwise concealed from view; provided, however, that any such devices may be erected or installed by a Declarant, the District, or a Builder during its development, sales or construction; and provided further, however, that the requirements of this subsection shall be subject to the Telecommunications Act of 1996 and applicable regulations, as amended from time to time.

9.6.4. No fences shall be permitted without the prior, written approval of the ARC, except such fences as may be constructed, installed or located, in the Community, by a Declarant, the District, or a Builder. **NO PRIVACY FENCES ALLOWED**

9.6.5. This Section 9.6 shall be construed and applied in accordance with all applicable laws, including CCIOA.

Section 9.7. *Vehicular Parking, Storage and Repairs; Use of Garages.*

9.7.1. No house trailer, camping trailer, boat trailer, hauling trailer, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks that are 1 ton or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Unit or the streets within the Community, unless such parking or storage is entirely within the garage area or Accessory Outbuilding of such Unit and will be suitably screened from view in accordance with the requirements, and prior written approval of, the Board. A **"Commercial Vehicle"** means a vehicle that: is used to transport cargo or passengers for profit or hire, or otherwise to further the purposes of a business or commercial enterprise; and may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle. However, any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon. **"Recreational Vehicle"** includes motor homes, pickup trucks with camper shells, trailers, self-contained recreational vehicles, motorcycles, motorbikes, snowmobiles, jet skis, all-terrain vehicles, and other apparatus intended for use on land, water, or in the air, and the trailers used for their transportation.

9.7.2. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community. An **"abandoned or inoperable vehicle"** shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven

under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed; provided, however, that otherwise permitted vehicles may be parked for such length(s) of time as determined by the Board and/or as provided in the rules and regulations and/or policies and procedures of the District.

9.7.3. In the event the District shall determine that a vehicle is parked or stored in violation of subsections 9.7.1 or 9.7.2 hereof, then a written notice describing said vehicle may be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or may be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the District, the District shall have the right to remove the vehicle at the sole expense of the owner thereof.

9.7.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent the washing and polishing, on a Unit, of any motor vehicle, boat, trailer, motor cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing subject to any watering restrictions.

9.7.5. This Section 9.7 shall be construed and applied in accordance with all applicable laws.

Section 9.8. *No Hazardous Activities; No Hazardous Materials or Chemicals.*

No activities shall be conducted on any Unit, or within Improvements constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged from or upon any Unit, no growth and/or cultivation of marijuana, and no open fires shall be permitted on any Unit, except fires in a contained barbecue unit while attended and in use for cooking purposes, or within a fireplace and/or fire pit, or except such campfires or picnic fires on property which may be designated for such use by the District. 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 to not constitute a hazard or danger to person or property.

Section 9.9. *No Annoying Lights, Sounds or Odors.*

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. Further, no annoying light, sound or odor shall be permitted in any portion of the Community that may be seen, heard or smelled from any other Unit.

Section 9.10. *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 except inside the residence (including garages, porches and overhangs) on any Unit, nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup provided this is done no earlier than the evening before the scheduled pickup and is promptly returned to within the residence on any Unit, but in any case no later than the evening of the trash pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any other portion of the Community. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or other trash receptacles shall be maintained in an exposed or unsightly manner.

Section 9.11. *Sightly Condition of Units.*

Each Unit shall at all times be kept in a clean, sightly and wholesome condition by the Owner thereof. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in Section 9.10 of this Declaration (Restrictions on Trash and Materials).

Section 9.12. *Leases.*

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, Improvements thereon, or any portion thereof, and shall specifically include month-to-month rentals and subleases. Any Owner shall have the right to lease his Unit, or any portion thereof, under the following conditions:

9.12.1. All leases shall be in writing; and

9.12.2. All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

Section 9.13. *Restrictions on Mining or Drilling.*

No property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, earth or water.

Section 9.14. *Storage Sheds / Accessory Outbuildings.*

No manufactured or individually constructed storage sheds, shacks, out-buildings or structures shall be placed upon any Lot or Common Area within the Community without the prior written consent of the ARC. Without limiting the foregoing sentence, the ARC is not obligated to approve any storage sheds, shacks, buildings or structures and shall determine the criteria, in its sole and absolute discretion, for consideration of approval of any such facility. POLE BARNS ARE ALLOWED WITH ARC APPROVAL.

Section 9.15. *Holiday Decorations and Lights.*

All exterior holiday decorations and lights utilized as seasonal displays may not be installed prior to thirty (30) days before such holiday and must be removed and properly stored in a timely manner following the conclusion of the holiday, but in no case later than thirty (30) days following the expiration of the holiday.

Section 9.16. *Play Equipment.*

Play equipment may be erected within a fenced or screened area, with no portion of the equipment as utilized extending closer than five (5') feet to the boundary of the Lot upon which it is located.

Section 9.17. *Basketball Hoops.*

Basketball hoops shall only be allowed in the front yard areas of a Lot if (i) the backboard is installed on a separate free-standing post or pole and is set perpendicular to the street and is either clear or painted a color to match the Unit; (ii) is portable and can be removed from the driveway each evening (portable basketball hoops are not allowed in the public street or on a public sidewalk); or (iii) as otherwise approved by the ARC. No basketball backboards shall be attached to a garage or set facing the street.

Section 9.18. *Dog Houses/Runs.*

Dog houses, shelters and runs shall be completely screened from view of adjacent public and private property and streets and shall be built from materials compatible with the Improvements installed on the Lot. Chain link or similar fencing/materials are prohibited from use.

Section 9.19. *Swimming Pool and Hot Tubs.*

All swimming pools, spas, hot tubs, Jacuzzis and the like shall be screened from view of adjacent Units, Common Areas or street rights-of-way by use of screening materials and methods approved by the ARC.

ARTICLE 10. PROPERTY RIGHTS

Section 10.1. *Owners' Easements of Enjoyment.*

Subject to this Article, every Owner shall have a non-exclusive right and easement for the purpose of access to such Owner's Unit and for use for all other purposes, in and to the Common Area, and such easement shall be appurtenant, and shall pass with the title, to every Unit.

Section 10.2. *Use of Common Area by a Declarant.*

An easement is hereby reserved by each Declarant on, over, across and through the Common Area, and each portion thereof, as may be desirable for the purpose of exercising or discharging any of each Declarant's rights or obligations, or exercising any Special Declarant Rights, and no Owner

shall engage in any activity which will temporarily or permanently interfere with each Declarant's easements on, over, across and through the Common Area.

Section 10.3. *Duty to Accept Property and Facilities Transferred by a Declarant.*

The District shall accept title to any property, including Improvements thereon, as well as personal property, equipment, and easements, transferred to the District by a Declarant, together with responsibility to perform all duties and functions incidental to ownership or beneficial use of such property, Improvements, personal property, equipment and easements. As of the date of Recording of this Declaration, interests which are planned to be transferred by a Declarant to the District are planned to consist only of easements located in the property described on the attached **Exhibit B** and/or the Annexable Area.

ARTICLE 11. DISPUTE RESOLUTION

Section 11.1. *Intent and Applicability of Article and Statutes of Limitation.*

11.1.1. Each Person agrees to encourage the amicable resolution of disputes under any of the Governing Documents, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to submit all Claims (as defined below) to final, binding arbitration, and not to a court of law.

11.1.2. By acceptance of a deed for a Unit, each Owner agrees to abide by the terms of this Article.

11.1.3. No Claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Section 11.2. *Definition of "Claim" Under this Article.*

For purposes of this Article, "**claim**" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between any Person(s) under any of the Governing Documents, and one or more other Persons, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to the interpretation, application or enforcement of any of the Governing Documents, or the rights, obligations or duties under any of the Governing Documents.

Section 11.3. *Exclusions from "Claim".*

Unless specifically exempted by this Article, all Claims shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all parties thereto otherwise agree in writing, "**claim**" does not include any of the following, and the same shall not be subject to the provisions of this Article:

11.3.1. Any action by the District to enforce any provision of Article 4 of this Declaration (Assessments); or

11.3.2. Any action by the District to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief), and such other ancillary relief as the District or court may determine, in order to enforce any of the provisions of Article 10 of this Declaration (Restrictions) or of Article 4 of this Declaration (Architectural Review); or

11.3.3. Any action that asserts a Claim which would constitute a cause of action independent of the Governing Documents.

Section 11.4. *Liability for Certain Failures of District or District.*

No director or officer of the District or ARC 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.

ARTICLE 12. GENERAL PROVISIONS

Section 12.1. *Enforcement.*

This Section 12.1 is subject to Article 11 of this Declaration (Dispute Resolution).

12.1.1. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in any of the Governing Documents, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Remedies shall be cumulative and no remedy shall be exclusive of other remedies that may be available. For each claim, including counterclaims, cross claims and third-party claims, in any proceeding to enforce the provisions or any of the Governing Documents, the prevailing party shall be awarded its reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim. Failure by the District or any Owner to enforce any covenant, restriction or other provision contained in any of the Governing Documents, shall in no event be deemed a waiver of the right to do so thereafter.

12.1.2. Subject to the following sentence, the District shall have the right to levy and collect fines (as provided in Article 3 of this Declaration (Assessments)) for the violation of any provision of any of the Governing Documents. Prior to collection of any fines, the District or the ARC shall mail a notice of violation to the Person(s) alleged to be in violation of any such provision and such notified Person(s) has a right to a hearing upon submission to the Board of Directors of a written request for hearing, which is properly signed by such Person(s) and dated, within ten (10) days after the notice of violation has been mailed or such other time as the District or the ARC may decide; failure of a notified Person to request a hearing in writing within the required time period shall constitute a waiver of such right to a hearing.

Section 12.2. *Severability.*

All provisions of this Declaration are severable. Invalidation of any of the provisions of any such documents, 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 12.3. *Annexation; Withdrawal.*

12.3.1. Until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration, a Declarant or a Builder may annex to this Declaration the Annexable Area or any portion(s) thereof without the consent of any other Owners,

Declarants, Builders, Security Interest Holders, or any other Person; however, such annexation is subject to a determination by HUD or VA (if the annexing Declarant or annexing Builder desires to attempt to obtain HUD or VA approval of the property being annexed, and if HUD or VA require such approval), that the annexation is in accord with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the existing Improvements. Each annexation shall be effected, if at all, by Recording an Annexation of Additional Land, which document:

12.3.1.1. shall provide for annexation to this Declaration of the property described in such Annexation of Additional Land;

12.3.1.2. shall identify the owner(s) of the Units thereby created;

12.3.1.3. shall assign an identifying number to each new Unit;

12.3.1.4. shall describe any Common Area within the property being annexed;

12.3.1.5. may include such other provisions as determined by the annexing Declarant or annexing Builder (with the prior, written approval of a Declarant). Other provisions that may be included in an Annexation of Additional Land include covenants, conditions, restrictions, requirements and/or other provisions, in addition to or different from those contained elsewhere in this Declaration, 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 this subsection may be amended with the consent of the Owners of sixty-seven percent (67%) of the Units to which such other provisions apply.

12.3.2. In addition to the rights contained in subsection 12.3.1 and notwithstanding anything to the contrary, a Declarant or a Builder may annex to this Declaration one or more Lots, or Common Area, in the Annexable Area, until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), by Recording one or more deeds by which any such Lot(s), and/or Common Area, are conveyed by a Declarant, or a Builder, to a non-Declarant and non-Builder. Each of such deeds shall be deemed to include the following provisions whether or not such provisions are contained in such deed: the property described in such deed shall be annexed to this Declaration; and the lot (or lot and block), and/or tract designation(s), of such property shall be the identifying number and/or letter assigned to each portion of such property. Each annexation which is accomplished by Recording of a deed in accordance with this subsection shall be deemed to be effective upon the date of Recording of such deed. Notwithstanding the foregoing, a deed which does not convey property from the Declarant, or a Builder, to a non-Declarant and non-Builder shall not be an “**annexing deed**” as provided in this subsection, nor shall a deed which otherwise complies with this subsection if the same states on its face that it is not an “**annexing deed**”.

12.3.3. Each Declarant hereby reserves the right to Record one or more documents in order to clarify the effect of any annexation(s), including any matters contained in Sections 12.4.1 and/or 12.4.2. Each such document(s), if any such document(s) are Recorded by a Declarant, may state the legal description(s) of any property which has been annexed, and may include such other provisions as a Declarant may determine.

12.3.4. Except as otherwise specifically stated in the document pursuant to which property is annexed, all provisions of this Declaration, including (as to Units) those provisions regarding obligations to pay assessments to the District and any right to cast votes as Members, shall apply to the annexed property immediately upon the effective date of the document of annexation (which shall constitute the date of Recording thereof, unless otherwise stated therein). Each annexation to this Declaration, if any, shall be deemed to constitute an amendment to this Declaration.

Section 12.4. *Each Declarant's and Each Builder's Use.*

Notwithstanding anything to the contrary, it shall be expressly permissible for each Declarant and each Builder (with the written consent of a Declarant), its employees, agents, and contractors, to perform all activities, and to maintain on any Units, any Common Area, and/or any publicly dedicated property, Improvements, tools, equipment, and facilities, incidental to development, construction, use, rental, sale, occupancy, and/or advertising. The foregoing includes locating, maintaining and relocating management offices, signs, sales offices, model units and construction offices and trailers, in such numbers, of such sizes, and at such locations as a Declarant or Builder determines, and for access to, from, and incidental to such uses. Nothing contained in this Declaration shall limit the rights of a Declarant or a Builder (with the written consent of a Declarant) to conduct all construction, promotion, sales, and marketing activities as such Declarant or such Builder (with the written consent of a Declarant) determines, and to use the easements provided in this Declaration for those and other purposes. Further, nothing contained in this Declaration shall limit the rights of a Declarant or a Builder (with the written consent of a Declarant), or require a Declarant to obtain any approvals:

12.4.1. to excavate, cut, fill or grade any property or to construct, alter, demolish or replace any Improvements;

12.4.2. to use any Improvements on any property as sales offices, management offices, model units and/or construction offices; and/or

12.4.3. to require a Declarant to seek or obtain any approvals for any activity.

The rights provided for in this Section shall terminate upon automatic termination of the Special Declarant Rights, as provided in Section 1.25 hereof.

Section 12.5. *Duration, Revocation, and Amendment.*

12.5.1. Each and every provision of this Declaration shall run with and bind the land perpetually from the date of Recording of this Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended by the affirmative vote or agreement of Owners holding at least sixty-seven percent (67%) of the Units; provided, however, prior to the termination of the Special Declarant Rights, including the right to exercise any Development Rights, no amendment of this Declaration shall be effective without the prior written approval of the Declarant. Further, amendments shall be applicable only to disputes, issues, circumstances, events, claims or causes of action that arose out of circumstances or events that occurred after the Recording of such amendment; and no amendment shall be applied retroactively to any earlier occurring disputes, issues, events, circumstances, actions, claims or causes of action.

12.5.2. Notwithstanding anything to the contrary, any of the Governing Documents may be amended, in whole or in part, by a Declarant, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically as provided in Section 1.25 of this Declaration.

12.5.3. Notwithstanding anything to the contrary, any of the Governing Documents, or any map or plat, may be amended in whole or in part, by a Declarant in order to correct clerical, typographical, or technical errors. Such right of amendment shall terminate automatically as provided in Section 1.25 of this Declaration.

12.5.4. Except as to amendments which may be made by a Declarant, amendments to this Declaration may be prepared, executed, Recorded, and certified by any officer of the District designated for that purpose. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the District has received the requisite approvals. Amendments to this Declaration which may be made by a Declarant pursuant to this Declaration may be signed by a Declarant and shall require no other signatory.

Section 12.6. *Registration of Mailing Address.*

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the District, and all statements, demands and other notices intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest shall, subject to Section 2.12 of this Declaration (Authenticated Electronic Representation), be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the District of a registered address, then any statement, demand or other notice may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All statements, demands, or other notices intended to be served upon the Board of Directors during the Period of Declarant Control shall be sent by U.S. mail, postage prepaid, c/o Spencer Fane, LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203, unless such address is changed by the District during the Period of Declarant Control; subsequent to expiration of the Period of Declarant Control, the District shall notify the Owners of a different address for notices.

Section 12.7. *HUD or VA Approval.*

During the Period of Declarant Control, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more first Security Interests, and HUD or VA require such approval: annexation of additional real property (if the Declarant desires to obtain VA or HUD approval of the property that is being annexed and HUD or VA require such approval); amendment of this Declaration, except as provided in Sections 12.6.2 or 12.6.3 hereof; termination of this Community; or merger or consolidation of the District, except as provided in Section 3.9 of this Declaration.

Section 12.8. *Eminent Domain.*

The taking by eminent domain of a Unit(s) or Common Area(s), or any portion thereof, shall be done in accordance with applicable law.

Section 12.9. *Limitation on Liability.*

The District, the Board of Directors, the ARC, the District, each Declarant, each Builder, and the officers, directors, members, partners, agents, consultants, and employees of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice. The release and waiver set forth in Section 13.14 (Waiver) shall apply to this Section.

Section 12.10. *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 a Declarant, any Builder, the District, the Board of Directors, the ARC, or by any of their officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their 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 shall be specifically set forth in writing. The release and waiver set forth in Section 13.14 (Waiver) shall apply to this Section.

Section 12.11. *Disclaimer Regarding Safety.*

EACH DECLARANT, EACH BUILDER, THE DISTRICT, THE BOARD OF DIRECTORS, THE ARC, 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 EACH DECLARANT, EACH BUILDER, THE BOARD OF DIRECTORS, THE ARC, AND THEIR OFFICERS, DIRECTORS, MEMBERS, 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. THE RELEASE AND WAIVER SET FORTH IN SECTION 12.14 (WAIVER) SHALL APPLY TO THIS SECTION.

Section 12.12. *Development Within and Surrounding the Community.*

Each Owner acknowledges that development within and surrounding the Community 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 Community, views of or from the Community or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site 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 a Declarant, any Builder, the District, the Board of Directors, 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 13.14 (Waiver) shall apply to this Section.

Section 12.13. *Waiver.*

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges each Declarant, each Builder, the District, the Board of Directors, 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 this Declaration, including those contained in Sections 12.10, 12.11, 12.12 and 12.13.

Section 12.14. *Headings.*

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

Section 12.15. *Gender.*

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

Section 12.16. *Use of "Include," "Includes" and "Including".*

All uses in the Governing Documents of the words "include," "includes" and "including" shall be deemed to include the words "**without limitation**" immediately thereafter.

Section 12.17. *Action.*

Any action that has been or may be taken by a Declarant, the District, a Builder, the Board, the ARC, any Member, any director, any committee, 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 12.18. *Sole Discretion.*

All actions which are taken by a Declarant, the District, a Builder, the Board, the ARC, any Member, any director, any committee, or any other Person, shall be deemed to be taken "**in the sole discretion**" of each of such parties.

Section 12.19. *Run with Land; Binding Upon Successors.*

The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter become a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of each Declarant, each Builder, the District, the District and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 23 day of March, 2022

DECLARANT:

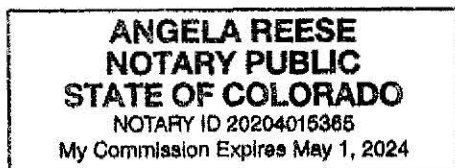
303 INVESTMENTS, LLC,
a Colorado limited liability company

By: [Signature]
Title: Manager

STATE OF COLORADO)
COUNTY OF Douglas) ss.
)

The foregoing instrument was acknowledged before me this 23rd day of March, 2022 by Derrick Myers as Manager of 303 INVESTMENTS, LLC, a Colorado limited liability corporation.

Witness my hand and official seal.
(S E A L)



Notary Public [Signature]
My Commission Expires: 05-01-2024

**EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLTOP SUBDIVISION**

(Units)

Lots 1-30, all inclusive, Hilltop Subdivision, County of the Douglas, State of Colorado

**EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLTOP SUBDIVISION**

(Common Area)

Tracts A & B, Hilltop Subdivision, County of Douglas, State of Colorado

**EXHIBIT C
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLTOP SUBDIVISION**

(Certain Title Exceptions and Related Restrictions)

The following items which are recorded in the office of the Clerk and Recorder of Douglas County, Colorado:

None

Hilltop Domestic Well Requirements

- Hilltop groundwater was decreed 3/28/16 pursuant to Case No. 2014CW3000.
- Each Hilltop lot will be served by well water.
- One Upper Dawson well can be drilled for each lot.
- Each well shall be permitted through the State of Colorado – Division of Water Resources.
- Each well shall be drilled by a licensed well driller.
- Each well discharge pipe shall include a totalizing flow meter prior to withdrawing any water therefrom and shall be maintained and operational at all times for the life of the well.
- Each well owner shall keep accurate records of all withdrawals by the well, make any necessary calculations necessary and submit such records to the Water Division 1 Engineer upon request.
- The entire length of the open bore hole shall be geophysically surveyed prior to casing and copies of the geophysical log submitted to the Div. of Water Resources.
- Plain, unperforated casing must be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.
- Each well shall be permanently identified by its permit number on the above-ground portion of the well casing or on the pumphouse, with:
 - the water court case no. = 2014CW3000.
 - the name of the producing aquifer = Upper Dawson
- Each lot is entitled to the following annual water usage from each well:
 - In-house = 0.4 ac-ft/yr
 - Irrigation = 0.5 ac-ft/yr = limited to irrigation of a maximum of 8,500sf of home lawn or garden
 - Water feature = 0.1 ac-ft/yr

Hilltop Subdivision Wildfire Mitigation Plan

The Hilltop Subdivision is located in the Franktown Fire Protection District, Douglas County, CO. The 257-acre subdivision will include up to 31 new homes and families on rural lots averaging 2.5 acres. Each home will have their own Upper Dawson well. There is no central water system. Therefore a 30,000 gallon (250 gallons / minute for 2 hours) underground cistern will be built on the property that Franktown Fire can connect to in order of filling up their trucks if they need to fight a fire in the subdivision. One of the amenities of living in a rural environment is the openness and ability to preserve existing vegetation. The community can continue to enjoy these factors while creating safe environments. The following are recommendations to create a fire safe environment on your lot and the open space in Hilltop:

General Community Recommendations

1. Clean your roof and gutters at least twice a year.
2. Stack firewood uphill or on a side contour, at least 30 feet away from structures.
3. Don't store combustibles or firewood under decks.
4. Maintain and clean spark arresters on chimneys.
5. When possible, maintain an irrigated greenbelt around the home.
6. Connect, and have available, a minimum of 50 feet of garden hose.
7. Post reflective house numbers so that they are clearly visible from the main road. Reflective numbers should also be visible on the structure itself.
8. Trees along driveways should be limbed and thinned as necessary to maintain a minimum 15' vertical and horizontal clearance for emergency vehicle access, as per Douglas County standards. This includes removing ladder fuels, which are low lying branches that allow a fire to climb from the ground into tree canopies at least 8 feet above the ground.
10. Maintain your defensible space constantly:
 - a. Mow grass and weeds to a low height (<6 inches).
 - b. Remove any branches overhanging the roof or chimney.
 - c. Remove all trash, debris, and cuttings from the defensible space.
11. Do not install shake roofs on homes and outbuildings, rather use non-combustible types such as metal or composite shingle.
12. Open areas below decks and projections should be enclosed or screened to prevent the ingress of embers, and kept clean of flammable materials, especially where such openings are located on slopes above fuels.

Hilltop Subdivision

Wildfire Mitigation Plan

12. Discourage the planting of flammable ornamentals such as conifers within 30 feet of homes.
13. Encourage the use of fire- and drought-tolerant plants for ornamental plantings, especially within 30 feet of homes.
14. Flammable wooden fencing should be replaced with a noncombustible type under eaves and anywhere fencing is attached directly to wooden siding on homes.
15. Clear vegetation away from flammable outbuildings and mow grasses within 15 feet of outbuilding and fence lines.
16. The HOA or metropolitan district shall mow the open space up against the fence lines.
17. Routinely check that extinguishers are checked and in working condition.
18. Make sure hand tools such as shovels and rakes are easily accessible.
19. Propane tanks should be located at least 30 feet from all structures. The area around the tank must be free of combustible material such as yard debris, weeds, etc.
20. Consider fire-resistant material for patio furniture, swing sets, etc.
21. Water plants, trees and mulch regularly.
22. Consider xeriscaping if you are affected by water-use restrictions.
23. Leave 30 feet between clusters of two to three trees, or 20 feet between individual trees.
24. Encourage a mixture of deciduous and coniferous trees.
25. Create 'fuel breaks', like driveways, gravel walkways and lawns.
26. Prune trees up six to ten feet from the ground.
27. Remove smaller conifers that are growing between taller trees. Remove heavy accumulation of woody debris.
28. Reduce the density of tall trees so canopies are not touching.

Courtesy of NFPA / Firewise Communities.

PLEASE CALL 911 IF YOU SEE A FIRE!

**EXHIBIT D
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLTOP SUBDIVISION**

(Design Guidelines Summary)

This Architectural Guidelines Summary has been prepared pursuant to the Architectural Control provisions, of the Declaration of Covenants, Conditions and Restrictions for Hilltop Subdivision and are intended to assist the applicant in preparing plans for submittal to the Architectural Control Committee.

Notwithstanding these guidelines the applicant must meet the requirements of the Declaration of Covenants, Conditions and Restrictions for Hilltop Subdivision. The provisions of the Declaration of Covenants control in case of ambiguity or conflict in terms.

These are guidelines and not absolutes. The Hilltop Architectural Control Committee is receptive to a range of architectural variation, provided that compatibility of style, detailing, quality and color are achieved. The Architectural Control Committee (hereafter referred to as "ACC") is intent on preserving the quality of appearance and property values, and this involves the avoidance of repetitive design and the encouragement of complimentary variety.

ITEM:	GUIDELINES-SINGLE FAMILY**
Design Scheme:	Farmhouse Craftsman
Height:	Maximum of 35' height measured from top of foundation.
Setbacks (from County):	(a) Front yard: 25 ft. minimum (b) Side yard: 25 ft. minimum, and/or minimum of easement width (c) Rear yard: 25 ft. minimum, and/or minimum of easement width
Min. Square Footage:	(a) 1-story: 1,400 sq. ft. minimum (b) Multi-story: 2,000 sq. ft. minimum
Roof Materials:	30 yr. dimensional asphalt shingle.

Higher quality material may be allowed by special ACC review.

Roof Pitch:	The roof pitch on any residence must be between 6/12 and 12/12. Attached porches and shed elements may have roof pitches as low as 4/12. Any residential plan should be designed to look attractive on all four sides. Multiple roof pitches and plane changes are encouraged.
Overhangs:	Minimum of 12".
Rear & Side Elevations:	Rear and side elevation to include architectural relief as bay window, deck, chimney, roof gable, height reduction, corner extending 4' minimum or other design element providing architectural relief acceptable to the ACC.
Garage:	Minimum of 2-Car Garage, maximum of 4-Car Garage
Siding:	Maximum 8" exposure, a 7" reveal and 1' overhang.
Trim:	1" x 4" minimum at the windows (all around). 1" x 4" minimum at the corners.
Masonry:	50% of front elevation will be masonry of some kind.
Fascia:	1" x 8" minimum with a 1" x 4" trim or gutter.
Exterior Vents:	To fit exterior design.
Colors:	Dark Earth tone colors.
Windows:	Double hung/casement or slider, wood primed or vinyl clad (non-white), or vinyl (non-white).
Trash/Cleanliness:	One (1) construction dumpster per house. Be cognizant of cleanliness of construction sites- especially on Friday afternoons (we all want neighborhood to look great on the weekends for potential homebuyers). Once construction is complete homeowners shall not store any garbage outside in plain site.
Fences:	Individual homeowners may install perimeter fencing that

complies with Exhibit A. No fencing other than perimeter fencing is allowed, including dog runs.

Landscaping:

Applies to all planting bed locations, sod and seed locations, edging and mulch types, storage, play areas, decks, etc. Shrubs, minimum 5 gallon. Lot trees, minimum four (4) shade trees of 2-1/2" caliper, with at least four (4) in the front yard. Maximum sod coverage shall not exceed 8,500 sq. ft.

Landscaping Completion:

All landscaping for lots on which residence has been substantially completed between January 1 and August 30 of any year shall be landscaped in the same year. If the residence is completed after August 30, such landscaping shall be completed by May 31 of the following year.

Re-Painting:

ACC approval is required for all exterior re-painting. Submittal of colors, chips, brand names for field, trim and accent colors shall be included. Submittal of colors is not required if proposed color scheme is the same as existing. ACC may, in its discretion, require repainting of residences which have not received advance approval, if the colors are not acceptable. Painting of fencing must comply with Exhibit A.

Play Equipment:

Playground equipment to be located from rear and side lot lines of 25'.

Outbuildings:

Allowed if approved by the Architectural Review Committee, not to exceed a maximum of 2,500 square feet and be of same color and construction as home on the Unit.

Antennas and Satellite Dishes:

Antennas to be located in the attic space and satellite dishes over 1 meter in diameter are not allowed.

Items needing additional approval:

Storm doors, basketball hoops (portable basketball hoops must be stored when not in use during September through May), playhouse, dog enclosures, electric dog fences, hot tubs, pools, patio enclosures, patio roofs and trellises, awnings, decks, driveways, siding, security bars for windows

and doors, window tinting, painting, playground equipment, swing sets, signs, house numbers, clothes lines, site lighting, window air conditioners, swamp coolers, firewood storage, change in color scheme and landscape plan revisions.

Variances:

Variances from these guidelines may be granted on a case-by-case basis. The intent of these guidelines is to provide a high-quality custom look with a great deal of variety. If additional high-end features are added such as brick or stone on all elevations or pillars, etc., then variances may be considered.

Submittals:

Two (2) sets of paper plans (non-electronic) must be submitted. **All submittals should be delivered to:**

303 Investments LLC
10940 S. Parker Rd., Suite 616
Parker, CO 80134

With copy to:

Hilltop Metropolitan District
1700 Lincoln Street, Suite 2000
Denver, CO 80203

****All guidelines herein are to comply with the Douglas County's Development Code and Building requirements.**

Established: 12/1/18 - SUBJECT TO CHANGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILLTOP SUBDIVISION

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS	1
Section 1.1.	Agencies	1
Section 1.2.	Architectural Review Committee or ARC.....	2
Section 1.3.	Board of Directors or Board.....	2
Section 1.4.	Builder.....	2
Section 1.5.	Common Area	2
Section 1.6.	Community.....	2
Section 1.7.	Reserved.....	2
Section 1.8.	Reserved.....	2
Section 1.9.	Declarant or Declarants.....	2
Section 1.10.	Declaration.....	3
Section 1.11.	Development Rights.....	3
Section 1.12.	Governing Documents	3
Section 1.13.	Improvements.....	3
Section 1.14.	Lot.....	3
Section 1.15.	Owner.....	3
Section 1.16.	Period of Declarant Control	4
Section 1.17.	Permittees.....	4
Section 1.18.	Person	4
Section 1.19.	Records.....	4
Section 1.20.	Security Interest.....	4
Section 1.21.	Security Interest Holder.....	4
Section 1.22.	Special Declarant Rights.....	5
Section 1.23.	Sub-association.....	5
Section 1.24.	Unbuilt Units.....	5
Section 1.25.	Unit.....	5
Section 1.26.	Units that May Be Included.....	5
ARTICLE 2.	DECLARANT CONTROL.....	5
Section 2.1.	Authority of Declarant During Period of Declarant Control.....	5
Section 2.2.	Termination of Period of Declarant Control.....	6
Section 2.3.	Cooperation and/or Delegation.....	6
Section 2.4.	Rules and Regulations and Policies and Procedures.....	6
Section 2.5.	Declaration Enforcement.....	6
Section 2.6.	Notice of Meetings and Other Matters of the District.....	6
Section 2.7.	Authenticated Electronic Representation.....	7

ARTICLE 3.	FINES AND PENALTIES	7
Section 3.1.	Personal Obligation for Fines.....	7
Section 3.2.	Purpose of Fines and Penalties.....	7
Section 3.3.	Liens.	7
Section 3.4.	Priority of Lien.	7
Section 3.5.	Certificate of Status of Fines and Penalties.	8
Section 3.6.	Application of Payments; Effect of Non-Payment; District Remedies.....	8
Section 3.7.	Surplus Funds.....	8
Section 3.8.	Other Charges.....	8
Section 3.9.	Charges for Misconduct.	8
ARTICLE 4.	ARCHITECTURAL REVIEW	9
Section 4.1.	Composition of ARC; Authority of Representative. [Need Architectural Standards Incorporated].....	9
Section 4.2.	Required Review and Approval; Reimbursement for Expenses.	9
Section 4.3.	Procedures.	10
Section 4.4.	Vote and Appeal.....	10
Section 4.5.	Prosecution of Work After Approval.....	10
Section 4.6.	Inspection of Work.....	10
Section 4.7.	Standards/Guidelines.....	11
Section 4.8.	Variance.....	11
Section 4.9.	Waivers; No Precedent.....	11
Section 4.10.	Liability.	11
Section 4.11.	Declarant's and District's Exemption; Each Builder's Exemption.	12
ARTICLE 5.	INSURANCE.....	12
Section 5.1.	Insurance.	12
Section 5.2.	Insurance to be Maintained by Owners.	12
ARTICLE 6.	DAMAGE OR DESTRUCTION	12
Section 6.1.	Damage or Destruction.	12
ARTICLE 7.	EXTERIOR MAINTENANCE	13
Section 7.1.	General.	13
Section 7.2.	District's Right to Repair, Maintain and Replace.....	13
Section 7.3.	Non-Interference with Grade and Drainage.....	13
Section 7.4.	Acts or Omissions.	14
ARTICLE 8.	EASEMENTS	14
Section 8.1.	Other Easements.....	14
Section 8.2.	Access Easement.	14

Section 8.3.	Utilities Easements.....	14
Section 8.4.	Easement for Encroachments.....	15
Section 8.5.	Drainage Easement.....	15
Section 8.6.	Easement for Unannexed Property.....	15
ARTICLE 9.	RESTRICTIONS	16
Section 9.1.	Restrictions Imposed.....	16
Section 9.2.	Compliance with Law.....	16
Section 9.3.	Residential Use; Certain Permitted Business Activities.....	16
Section 9.4.	Nuisances.....	17
Section 9.5.	Animals.....	17
Section 9.6.	Miscellaneous Improvements.....	17
Section 9.7.	Vehicular Parking, Storage and Repairs; Use of Garages.....	18
Section 9.8.	No Hazardous Activities; No Hazardous Materials or Chemicals.....	19
Section 9.9.	No Annoying Lights, Sounds or Odors.....	19
Section 9.10.	Restrictions on Trash and Materials.....	20
Section 9.11.	Sightly Condition of Units.....	20
Section 9.12.	Leases.....	20
Section 9.13.	Restrictions on Mining or Drilling.....	20
Section 9.14.	Storage Sheds.....	20
Section 9.15.	Holiday Decorations and Lights.....	21
Section 9.16.	Play Equipment.....	21
Section 9.17.	Basketball Hoops.....	21
Section 9.18.	Dog Houses/Runs.....	21
Section 9.19.	Swimming Pool and Hot Tubs.....	21
ARTICLE 10.	PROPERTY RIGHTS.....	21
Section 10.1.	Owners' Easements of Enjoyment.....	21
Section 10.2.	Use of Common Area by a Declarant.....	21
Section 10.3.	Duty to Accept Property and Facilities Transferred by a Declarant.....	22
ARTICLE 11.	DISPUTE RESOLUTION	22
Section 11.1.	Intent and Applicability of Article and Statutes of Limitation.....	22
Section 11.2.	Definition of "Claim" Under this Article.....	22
Section 11.3.	Exclusions from "Claim".....	22
Section 11.4.	Liability for Certain Failures of District or District.....	23
ARTICLE 12.	GENERAL PROVISIONS.....	23
Section 12.1.	Enforcement.....	23
Section 12.2.	Severability.....	23
Section 12.3.	Annexation; Withdrawal.....	23
Section 12.4.	Each Declarant's and Each Builder's Use.....	25

Section 12.5.	Duration, Revocation, and Amendment	25
Section 12.6.	Registration of Mailing Address	26
Section 12.7.	HUD or VA Approval	26
Section 12.8.	Eminent Domain	26
Section 12.9.	Limitation on Liability	27
Section 12.10.	No Representations, Guaranties or Warranties	27
Section 12.11.	Disclaimer Regarding Safety	27
Section 12.12.	Development Within and Surrounding the Community.....	27
Section 12.13.	Waiver	28
Section 12.14.	Headings.....	28
Section 12.15.	Gender	28
Section 12.16.	Use of “Include,” “Includes” and “Including”	28
Section 12.17.	Action	28
Section 12.18.	Sole Discretion	28
Section 12.19.	Run with Land; Binding Upon Successors.....	28

EXHIBIT A – Units

EXHIBIT B – Common Area

EXHIBIT C – Certain Title Exceptions

EXHIBIT D – Design Guidelines, Domestic Well Requirements, Wildfire Mitigation Plan