

Recording Requested By, And  
When Recorded Mail To:

Polsinelli PC  
1401 Lawrence Street, Suite 2300  
Denver, Colorado 80202  
Attn: John Heronimus

---

(Space Above For Recorder's Use)

**DECLARATION OF  
ARCHITECTURAL, USE AND MAINTENANCE RESTRICTIONS  
FOR  
TIMNATH LAKES**

(Residential)

## TABLE OF CONTENTS

	Page
SECTION 1 DEFINITIONS.....	2
1.1    Defined Terms .....	2
SECTION 2 ESTABLISHMENT OF THE ACC.....	5
2.1    Establishment of the ACC .....	5
2.2    Appointment and Removal of the Chair, ACC Members and Staff .....	5
2.3    Determination of the Appointing Authority .....	5
2.4    Delegation of Powers of Declarant as Appointing Authority.....	5
SECTION 3 ADMINISTRATION OF THE ACC.....	6
3.1    ACC Members .....	6
3.2    Chair.....	7
3.3    Quorum; Voting.....	7
3.4    Additional ACC Powers .....	7
3.5    Compensation and Out-Of-Pocket Expenses.....	7
SECTION 4 DESIGN CONTROL.....	8
4.1    Approval Required.....	8
4.2    Application Submission; Application Fees.....	8
4.3    Review of Application .....	9
4.4    Construction Activity Mitigation .....	10
4.5    Completion of Work .....	11
4.6    Estoppel Certificates .....	11
4.7    Monitoring .....	11
4.8    Certificate of Compliance; Ongoing Upkeep and Maintenance.....	11
4.9    Exemptions; Exclusions; Variances.....	11
4.10   Liability.....	12
4.11   Indemnification of ACC Members .....	13
SECTION 5 USE RESTRICTIONS.....	13
5.1    Residential and Business Uses.....	13
5.2    Condominiums, Cooperatives and Time-Sharing.....	15
5.3    Construction and Alterations .....	15
5.4    Water and Mineral Operations.....	15
5.5    Unightly or Unkempt Conditions.....	15

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5.6 Nuisances, Hazardous Activities and Unsightliness.....	16
5.7 Compliance With Insurance.....	17
5.8 Deliveries.....	17
5.9 Prohibited Conditions.....	17
5.10 Roads.....	22
5.11 Restrictions on Access.....	22
5.12 Laws and Ordinances.....	22
5.13 Permittees Bound.....	22
5.14 Exceptions for Construction.....	22
5.15 Rules.....	22
SECTION 6 MAINTENANCE.....	22
6.1 Owner’s Maintenance Responsibility.....	22
6.2 Landscaping.....	23
6.3 District Landscape Area.....	24
SECTION 7 ENFORCEMENT.....	24
7.1 Enforcement Powers and Procedures.....	24
7.2 Lien Rights.....	25
7.3 Enforcement Rights of the Owners.....	26
7.4 Costs of Enforcement.....	26
7.5 Remedies - Cumulative.....	26
7.6 Easements Benefiting the ACC and the District.....	27
SECTION 8 AMENDMENT AND ASSIGNMENT.....	27
8.1 Amendment of Restrictions by Declarant to Annex Additional Land.....	27
8.2 Amendment of Restrictions by Appointing Authority.....	27
8.3 Amendment of Restrictions by Owners.....	27
8.4 Effectiveness of Amendment.....	28
8.5 Assignment of Declarant’s Rights and Duties.....	28
8.6 Assignment of District’s Rights and Duties.....	28
SECTION 9 MISCELLANEOUS.....	28
9.1 Use of the Name “Timnath Lakes”.....	28
9.2 Term.....	28

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
9.3 Notices .....	29
9.4 Interpretation.....	29
9.5 Governing Law .....	29
9.6 Severability .....	30
9.7 Number and Gender.....	30
9.8 Captions for Convenience.....	30
EXHIBIT A Legal Description of the Declarant Property.....	A-1
EXHIBIT B Legal Description of the Joining Landowner Property .....	B-1
EXHIBIT C Legal Description of Additional Land .....	C-1

**DECLARATION OF  
ARCHITECTURAL, USE AND MAINTENANCE RESTRICTIONS  
FOR  
TIMNATH LAKES**

THIS DECLARATION OF ARCHITECTURAL, USE AND MAINTENANCE RESTRICTIONS FOR TIMNATH LAKES (these “**Restrictions**”) are made as of the 29<sup>th</sup> day of October, 2020, by CAC TIMNATH, LLC, a Delaware limited liability company (“**Declarant**”) and WEEKLEY HOMES, LLC, a Delaware limited liability company (“**Joining Landowner**”).

RECITALS

A. Property. Declarant is the owner in fee simple of the Declarant Property, and Joining Landowner is the owner in fee simple of the Joining Landowner Property.

B. General Purpose. Declarant and Joining Landowner desire to Record these Restrictions to subject the Property to the covenants, conditions and restrictions set forth in these Restrictions in order to establish architectural and design standards governing development of the Property and to provide a means to enforce such standards.

C. CCIOA Exemption. Pursuant to the limitations contained in Section 4.2(b), the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., as amended (“**CCIOA**”), does not and will not apply to these Restrictions or the ACC. Under no circumstances shall Declarant, the Appointing Authority, the ACC or the District, or any other entity, have the power pursuant to these Restrictions to levy any assessments against any Owner or other occupant of any portion of the Property for the purpose of paying for real estate taxes, insurance premiums, maintenance or improvement on a portion of the Property not owned by such Owner; provided, however, that the foregoing shall not affect the right of such parties to send demand letters and notices, to charge interest and/or late charges, to levy and collect fines, to impose liens, to negotiate, settle and/or take any other actions, with respect to any violation, or alleged violation, of any portion of these Restrictions in accordance with the terms of these Restrictions.

DECLARATION

Declarant hereby declares that from and after the date of these Restrictions, the Property will be owned, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to these Restrictions. These Restrictions: (a) run with the Property at law; (b) are binding upon all Persons having or acquiring any interest in the Property or any part thereof; (c) inure to the benefit of and are binding upon every part of the Property and every interest therein; (d) inure to the benefit of and are binding upon, Declarant, the Appointing Authority, the District and the Owners, subject to any limitations set forth in these Restrictions; and (e) are enforceable by the District, the Appointing Authority, the ACC, Declarant and Owners on the terms and conditions and in the circumstances described herein. Notwithstanding the fact that, as of the date of these Restrictions, Declarant is the owner of the Property, Declarant does not intend for such ownership to result in, and such ownership shall not result in, the merger and/or termination of any of the covenants, conditions or restrictions created by these Restrictions.

SECTION 1  
DEFINITIONS

1.1 Defined Terms. The following terms have the meanings given below:**ACC**: Defined in Section 2.1

**ACC Member**: Defined in Section 2.1.

**Additional Land**: The real property described on Exhibit C.

**Ancillary Unit**: A one-bedroom dwelling unit not greater than 1,000 square feet in size located on a Lot containing a single-family detached Residence, but such Ancillary Unit must be detached from the Residence located on such Lot. In addition to a Residence, a Lot may contain an Ancillary Unit but only if allowed by applicable zoning laws and with the prior written approval of the ACC.

**Application**: Defined in Section 4.2(a).

**Appointing Authority**: The entity determined in accordance with Section 2.3.

**Builder**: Any individual, firm, corporation, partnership, limited liability company or partnership or other legal entity, or any combination thereof who, in the ordinary course of their business, (a) purchases a portion of the Property for the purpose of constructing Improvements for later sale, development and/or resale, or (b) purchases a portion of the Property for the purpose of further subdivision, and constructing Improvements on such subdivided portion of the Property for later sale, development and/or resale.

**Building**: Any permanent structure, or portion of a structure, built for the shelter or enclosure of human beings or property of any kind, including, without limitation, a Residence, but excluding advertising signboards, fences, walls or other exterior Improvements.

**CCIOA**: Defined in Recital C.

**Chair**: Defined in Section 2.1.

**Declarant**: CAC TIMNATH, LLC, a Delaware limited liability company or any successor or assign of all or a portion of the rights of Declarant under these Restrictions pursuant to Section 8.5 of these Restrictions.

**Declarant Property**: The real property legally described on the attached Exhibit A.

**Delegation Agreement**: Defined in Section 2.4.

**Design Criteria**: Defined in Section 4.3(a).

**Development**: Any site preparation; landscaping Improvements; earthmoving; excavation; construction; sign or signboard erection or alteration; exterior change, modification, alteration, substitution or enlargement of any Building; paving; fencing; wall construction; or

otherwise the making, alteration, addition or removal of any Improvements of any kind or nature to any portion of the Property or the Buildings or structures located on the Property.

**Dispute Resolution Declaration:** That certain Declaration Concerning Disclosures, Acknowledgments, Waivers and Construction Defect Dispute Resolution by Declarant dated on or about the date hereof.

**District:** The Timnath Lakes Metropolitan District No. 6, which is a special district organized and authorized pursuant to Title 32, C.R.S., as amended, for the purpose of providing services to the Property, or any portion thereof, including, without limitation, financing, constructing and maintaining the public improvements that serve the Property.

**District Property:** All real property, easements, possessory interests in property and Improvements within the Property and the Additional Land owned or to be owned and maintained by the District, including any real property conveyed to the District pursuant to Section 4.3(d).

**Improvements:** All structures, improvements and appurtenances on or to real property of every type and kind including, without limitation, Buildings, Residences, Ancillary Units, fixtures, utilities, patios, garages, facilities associated with regular or cable or satellite television, recreational facilities, roads, driveways, sidewalks, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, grading, drainage facilities, plantings, planted trees and shrubs, poles, signs (including without limitation entry monument signs), exterior air conditioning units, exterior pipes, exterior lines, exterior meters and other exterior facilities used in connection with water, sewer, gas, electricity, telephone or other utilities, as well as those construction activities necessary to build such items.

**Interest in the Property and the Additional Land:** Ownership by Declarant in any real property or interest in real property that is part of the Property or Additional Land, including, without limitation, (a) a tract of land in which Declarant owns fee title; (b) a tract of land in which Declarant owns any interest as a co-tenant; (c) an easement or right-of-way owned by Declarant; (d) a leasehold interest owned by Declarant; (e) air, subterranean, mineral or water rights owned by Declarant above, below or appurtenant to land not owned by Declarant; (f) a right of first refusal, a right of repurchase or an option to purchase owned by Declarant in or with respect to any land not owned by Declarant; and (g) real property interests owned by an entity or entities other than Declarant but in which Declarant has an economic interest, such as a partnership or joint venture in which Declarant or a wholly owned subsidiary entity of Declarant is a partner or joint venturer.

**Joining Landowner Property:** The real property legally described on the attached Exhibit B.

**Local Common Area:** Any portion of the Property that is for the common use, enjoyment and benefit of the Owners of Lots. Such Local Common Area may be (i) owned in undivided interests by such Owners; or (ii) owned separately by individual Owners over which a District may have an easement for maintenance purposes. Local Common Area is subject to the terms, provisions and restrictions set forth in these Restrictions; provided, however, in no event shall Local Common Area be considered a Lot.

**Lot:** A physical portion of the Property, whether developed or undeveloped, that is a separate, legally established lot, parcel or unit of real property that may be legally transferred or conveyed without further subdivision or other similar approval from the Town and on which one Residence may be constructed pursuant to the Plats or other applicable zoning or governmental approvals. Upon the subdivision of any existing Lots into two or more Lots, the Lot so subdivided will no longer be recognized as one Lot for any purpose hereunder. Any condominium unit established pursuant to CCIOA will constitute a separate Lot under these Restrictions.

**Owner:** Every individual, firm, corporation, partnership, limited liability company or partnership or other legal entity, or any combination thereof, holding fee simple title of Record to any portion of the Property from time to time. The term "Owner" does not include (a) any individual, corporation, partnership, trust, company or other legal entity which takes, owns or receives any mortgage, deed of trust or other document pledging any portion of the Property as security for payment of a debt or obligation, unless and until such individual or entity becomes the holder of fee simple title of Record to such portion of the Property, or (b) the contract purchaser or vendee under any installment sale contract, or the contract purchaser under any other executory contracts for purchase and sale of a portion of the Property.

**Permittee:** A Person, other than an Owner, who is a tenant or occupant of a Residence, or a Person who is an agent, employee, customer, contractor, licensee, guest or invitee of an Owner or of an Owner's tenant or occupant.

**Person:** A natural person, corporation, partnership, limited liability company, trustee or other legal entity.

**Plats:** The Recorded Final Plat for Timnath Landing Filing No. 1, Recorded in the Records on August 28, 2019 at Reception No. 20190051031, and the Recorded Final Plat for Timnath Landing Filing No. 2, Recorded in the Records on June 30, 2020 at Reception No. 20200047375, each as amended or supplemented from time to time. The term "Plats" shall also include any subdivision plat of all or any portion of the Additional Land which is annexed into the Property and the Additional Land from time to time.

**Property:** Collectively, the Declarant Property and the Joining Landowner Property, which includes the Lots, the District Property, and any plots, tracts, lots, planning areas that have not yet been designated as Lots or District Property pursuant to the Plats, the appurtenances thereto, and all Improvements now in place or hereafter constructed thereon; plus any other property that is annexed into the Property from time to time in accordance with Section 8.1 or Section 8.2, the appurtenances thereto, and all Improvements that are in place thereon as of such annexation or are thereafter constructed thereon.

**Records:** The official real property records of the Town; "to Record" and "Recording" mean, respectively, to file or filing for recording in the Records; and "of Record" and "Recorded" mean having been recorded in the Records.

**Residence:** A residential dwelling located on a Lot, whether attached to other residential dwellings or detached, and any fixtures attached and other Improvements appurtenant thereto, comprised of one or more connected rooms constituting a separate, independent housekeeping unit



for permanent residential occupancy by a familial group and containing at least one kitchen facility.

**Restrictions:** This document, together with the attached exhibits, as amended from time to time.

**Rules:** The rules and regulations governing the use of the Property which may be adopted from time to time by the ACC. The Rules shall be binding upon all Owners and their Permittees.

**Site Plan:** Complete plans and specifications for Development proposed on any portion of the Property showing the location of all existing and proposed Buildings and other Improvements and such other items or matters as may be required by the ACC pursuant to these Restrictions and the Design Criteria.

**Town:** The Town of Timnath, Colorado.

**Visible From Neighboring Property:** With respect to any given object, that such object is or would be visible to a natural Person with eye-level at a height of 6 feet standing on any public right-of-way, any private street, alley or drive, any sidewalk, or any portion of the Property owned by the District.

## SECTION 2 ESTABLISHMENT OF THE ACC

- 2.1 Establishment of the ACC. Declarant hereby establishes an Architectural Control Committee (the “ACC”) for the purposes of regulating Development within the Property. The ACC will consist of a chairperson (the “Chair”) and additional members (collectively with the Chair, the “ACC Members”) the number and appointment of which are set forth below.
- 2.2 Appointment and Removal of the Chair, ACC Members and Staff. The Appointing Authority will be vested with the right and power to (a) appoint the Chair; (b) appoint all of the ACC Members; (c) increase or decrease the number of ACC Members from time to time, subject to the conditions of Section 3.1(a); (d) remove any and all ACC Members from time to time pursuant to Section 3.1(c); (e) appoint any ACC Member as acting Chair to perform the duties of the Chair in the absence of the Chair; and (f) appoint staff to the ACC to perform any and all administrative and managerial tasks requested by the ACC to assist the ACC in carrying out its functions.
- 2.3 Determination of the Appointing Authority. Subject to Section 2.4 below, the Appointing Authority is initially Declarant. If, while Declarant is still the Appointing Authority, Declarant ceases to own an Interest in the Property and the Additional Land, then the District will automatically replace Declarant as the Appointing Authority. Delegation of Powers of Declarant as Appointing Authority. At any time Declarant is the Appointing Authority, to the fullest extent permitted by the laws of the State of Colorado, Declarant has the right to delegate all of its powers and functions as Appointing Authority under these Restrictions to the District pursuant to a written agreement (a “Delegation Agreement”) between Declarant, as the Appointing Authority, and the District. Following such a

delegation, the District will be the Appointing Authority, notwithstanding anything contained in Section 2.3 to the contrary. The Delegation Agreement must be Recorded. Notwithstanding a delegation of the functions and powers of the Appointing Authority pursuant to this Section 2.4, so long as Declarant continues to own an Interest in the Property or the Additional Land, Declarant may remove any ACC Member, including, without limitation, the Chair.

SECTION 3  
ADMINISTRATION OF THE ACC

3.1 ACC Members.

- (a) Number of and Qualifications for ACC Members. The ACC will initially have 3 ACC Members, including the Chair. The Appointing Authority may increase or decrease the number of ACC Members in its discretion from time to time; provided, however, that the ACC will have no less than 3 and no more than 9 members and will always be comprised of an odd number of ACC Members. Each ACC Member must be a natural person who is eighteen years of age or older. An ACC Member need not be an Owner or a representative of an Owner. If the District is the Appointing Authority, then in addition to the above requirements, the members of the ACC must be design, construction or other professionals whose knowledge and skill will assist in the design review process, including but not limited to, architects, planners, engineers or contractors.
- (b) Term. Each ACC Member will hold office from the date of his or her appointment for a period of 2 years, ending on January 31 of such second year, or until such time as he or she has resigned or has been removed or a successor has been appointed as provided herein, whichever occurs sooner. As of January 31 of every other year, the Appointing Authority will review the composition of the membership of the ACC and after such review either will reappoint any or all of the ACC Members and/or will appoint one or more new ACC Members. Notwithstanding the foregoing, if for any reason the Appointing Authority does not reappoint the existing ACC Members or does not appoint new ACC Members as of January 31 of any applicable year, the persons who had been serving as ACC Members prior to that January 31 will continue to serve as ACC Members after that January 31 until they have resigned or have been removed or successors appointed, and any action taken by those persons as ACC Members in accordance with the provisions of these Restrictions after that January 31 until such resignation, removal or appointment of a successor or until their own reappointment as ACC Members will constitute a valid action of the ACC notwithstanding the failure of the Appointing Authority to take action as of that January 31.
- (c) Removal of ACC Members. Any ACC Member may be removed, with or without cause, from the ACC at any time by the Appointing Authority or, so long as Declarant continues to own an Interest in the Property or the Additional Land, Declarant. The Owners, unless the Appointing Authority is composed of Owners, may not remove an ACC Member.

3.2 Chair.

- (a) Number of and Qualifications of the Chair. There will only be one Chair.
- (b) Term. The Appointing Authority will designate the Chair. The person appointed Chair will serve in that capacity from the date of his or her appointment for a period of 2 years, ending on January 31 of such second year, or until such time as he or she has resigned as Chair or has been removed or a successor has been appointed as provided herein, whichever occurs sooner. As of January 31 of every other year the Appointing Authority will determine whether to reappoint as Chair the person then serving in that capacity or to appoint another representative to serve as Chair. Notwithstanding the foregoing, if for any reason the Appointing Authority does not reappoint the existing Chair or appoint new Chair as of January 31 of any applicable year, the person who had been serving as Chair prior to that January 31 will continue to serve as Chair after that January 31 until he or she has resigned or has been removed or a successor appointed, and any action taken by that person as Chair in accordance with the provisions of these Restrictions after that January 31 until such resignation, removal, or appointment of a successor or until his or her own reappointment as Chair will constitute a valid action of said Chair notwithstanding the failure of the Appointing Authority to take action as of that January 31.
- (c) Authority. The Chair will have the authority to: (i) call meetings of the ACC; (ii) determine if a quorum is present at a meeting of the ACC; (iii) set the agenda for meetings of the ACC; (iv) adjourn meetings of the ACC; and (v) postpone and continue meetings of the ACC.

3.3 Quorum; Voting. At least a majority of the ACC Members must be present in person at any meeting of the ACC to constitute a quorum. The affirmative vote of a majority of the ACC Members present at a meeting will constitute the action of the ACC on any matter.

3.4 Additional ACC Powers. Subject to the rights, powers and authority reserved by and conferred upon Declarant, the Appointing Authority and the District pursuant to these Restrictions, the ACC will have the powers and duties set forth in these Restrictions and further may, but will not be obligated to:

- (a) Incorporate or otherwise form a legal entity;
- (b) Obtain and maintain liability insurance coverage; and
- (c) Exercise any other powers necessary or appropriate for the exercise of the ACC's power under these Restrictions.

3.5 Compensation and Out-Of-Pocket Expenses. Every ACC Member will be entitled to reimbursement for customary and reasonable out-of-pocket expenses incurred in connection with such ACC Member's performance of his or her duties in his capacity as ACC Member. In addition, each ACC Member who serves on the ACC in a professional capacity (e.g., a licensed architect, practicing landscape architect, professional engineer or

contractor) will be entitled to receive compensation at reasonable rates for his or her services. Such expenses and compensation will be reimbursed and paid by the ACC from the fees collected pursuant to Section 4.2(b).

SECTION 4  
DESIGN CONTROL

- 4.1 Approval Required. Subject to Section 4.9, an Owner may not submit any application to the Town for a building permit or otherwise commence Development on any portion of the Property until such Development has been approved in writing pursuant to these Restrictions.
- 4.2 Application Submission; Application Fees. In order to obtain approval of any proposed Development on a portion of the Property, an Owner will submit an Application in accordance with Section 4.2(a) below and pay any fees or other charges in accordance with Section 4.2(b) to the ACC.
- (a) Application. An Owner will submit architectural renderings, landscape plans, sample materials, a Site Plan and all other plans and specifications for any proposed Development as required by and in a form satisfactory to the ACC together with evidence of all required permits, licenses and, if applicable, easements related to the Owner's use of adjacent properties and rights-of-way during any construction (collectively, an "**Application**").
- (b) Schedule of Fees and Deposits. From time to time, the ACC will establish and provide to Owners a current schedule of fees and other charges; provided, however, the failure to provide any Owner with such schedule will not limit or waive the obligation of such Owner to pay any fees and other charges imposed by the ACC in connection with the review and processing of such Owner's Application. As a condition precedent to the review and processing of any Application, the ACC may require the Owner: (i) to pay an advance deposit to be applied toward the fees and other charges reasonably estimated by the ACC to be incurred for the review and processing of such Application, including, without limitation, the reimbursement and compensation of ACC Members pursuant to Section 3.5; (ii) to pay a reasonable security deposit to secure performance by the Owner of the terms of this Section 4; and (iii) to procure the services of an outside consultant approved by the ACC, at Owner's sole cost and expense, if the ACC determines, in its reasonable discretion, that such services are required for the ACC's review of an Application. Notwithstanding the foregoing, the ACC may, in its discretion, waive any of its fees for any application hereunder. In addition, notwithstanding the foregoing, under no circumstances will Declarant, the ACC or any Appointing Authority have the power pursuant to these Restrictions to levy any assessments against any Owner or other occupant of any portion of the Property for the purpose of paying for real estate taxes, insurance premiums, maintenance, or improvement on any part of the Property, except as may be permitted for the District pursuant to Title 32, C.R.S., as amended. Accordingly, these Restrictions do not establish a "common interest community" as defined in CCIOA and is not subject to the terms of CCIOA.

4.3 Review of Application. The ACC will evaluate the Application based on the terms and conditions of this Section 4.3.

(a) Design Criteria. The ACC will adopt and promulgate design principles and procedures for all Development on any portion of the Property (the “**Design Criteria**”) to provide guidance to Owners and the ACC Members regarding matters of particular concern to the ACC in considering Applications.

(i) Establishment of Design Criteria. The Design Criteria may include, but will not be limited to: (1) Site Plan standards for proposed Development; (2) architectural design themes, styles, standards, philosophies, requirements and regulations; (3) landscape design themes, styles, standards, philosophies, requirements and regulations; (4) lighting and signage themes and standards; (5) sign design criteria, size, height, number, illumination, quality and maintenance; (6) construction activity mitigation requirements as provided in Section 4.4; (7) temporary conditions relative to phased Development; (8) design review processes, procedures and submittal requirements for Applications; (9) requirements that all Improvements be designed by and built in accordance with the plans and specifications of a licensed architect; and (10) such other criteria as the ACC may determine is beneficial for the Property and the Additional Land from time to time. The Design Criteria may comprise multiple documents that collectively constitute the Design Criteria (e.g., the procedures for review of applications may be contained in a separate document) and different Design Criteria may be adopted for different portions of the Property.

(ii) Compliance Design Criteria. Compliance with the Design Criteria does not guarantee approval of any Application, and the ACC may make decisions based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ACC members change over time. In addition, compliance with the Design Criteria does not constitute, and should not be relied upon as constituting, compliance with federal or state laws or regulations, Town codes, regulations or approvals relating to the Property, or restrictions or requirements imposed pursuant to a deed or other Recorded document.

(iii) Amendments of Design Criteria. The Design Criteria may be amended or supplemented from time to time by the ACC so long as they remain consistent with these Restrictions; provided, however, that the Design Criteria in effect at the time of submission of an Application will be the Design Criteria used by the ACC to evaluate such Application. Any amendments to the Design Criteria will be prospective only and may not apply to require modifications to plans or removal of structures previously approved by the ACC. There is no limitation on the scope of amendments to the Design Criteria; the ACC is expressly authorized to amend the Design Criteria to remove requirements previously imposed and otherwise make the Design Criteria more or less restrictive. The most current version of the Design Criteria as adopted by the ACC will be the official, applicable Design Criteria.

- (b) Review Process. As part of the Design Criteria, the ACC will establish processes and procedures for the ACC's review of all Applications, including, if applicable, how the ACC's approval procedures relate to any required Town approval procedures for a Development. If the ACC fails to so establish processes and procedures for the review of Applications as part of the Design Criteria, the ACC will establish such process and procedures at the time an Application is submitted to the ACC. Notwithstanding anything contained in these restrictions to the contrary, in the event that the ACC fails to act on any Application within 45 days after all submission requirements are met, the Application will be deemed rejected.
  - (c) Scope of Review. All design aspects of the proposed Development will be within the scope of review of the ACC, including but not limited to those relating to: (i) size, bulk and height of all Buildings and other structures; (ii) the exterior of all Buildings and other structures, including, without limitation, the color, quality, type and texture of exterior construction materials; (iii) location, orientation and configuration of any Buildings and other structures on any portion of the Property; (iv) the type, style, size, configuration and power of exterior lighting fixtures; (v) means of ingress and egress and vehicular access to and between different portions of the Property and driveways within a portion of the Property; (vi) curb cuts; (vii) traffic patterns; (viii) compatibility and harmony with the topographical features of the surrounding land and the architectural features of surrounding Buildings; (ix) consistency with the general design theme, if any, of the applicable area of the Property; (x) consistency with other Development on the Property; (xi) site development and site preparation; (xii) location of parking; (xiii) landscaping, including, without limitation, selection and location of plant materials; (xiv) use of active or passive solar design; (xv) provisions for storm water drainage and retention and the prevention of erosion; and (xvi) irrigation systems. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.
  - (d) Conveyance of District Property. In connection with granting any approval of an Application, the ACC may require that any Builder convey to the District or dedicate to the District, by fee or easement grant, any recreational amenities, landscaping tracts or similar areas. Nothing in this subsection shall limit or restrict the District's right to approve or accept any such conveyance.
- 4.4 Construction Activity Mitigation. In addition to any other conditions or limitations the ACC may impose as a condition to its approval of an Application, the ACC may require that during any construction period all construction activity will comply with the ACC's reasonable requirements (which may be contained in the Design Criteria and/or imposed on a site-specific basis to address special circumstances) as to: (a) dust control; (b) screening of construction activity and storage areas, including temporary waste disposal areas; (c) construction traffic patterns; (d) keeping adjacent drive lanes, roadways and property free of dirt and other construction debris; (e) maintaining access to and from

adjoining portions of the Property; (f) maintenance; (g) noise; (h) any hazardous materials transportation, handling or disposal; (i) permissible times and days for construction activity; and (j) placement and maintenance of temporary construction trailers; provided, however, that nothing herein may deny to any Owner the right to use such Owner's portion of the Property for the temporary storage of construction equipment and materials during the continuance of construction activity, subject to the reasonable requirements established by the ACC pursuant to this Section 4.4. The ACC will provide the District with a copy of any written requirements imposed pursuant to this Section 4.4.

- 4.5 Completion of Work. Unless otherwise specified in writing by the ACC, any approval granted under these Restrictions shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any Application has been obtained. In the event that any Owner fails to commence and diligently pursue to completion all approved work, the District, in addition to its other remedies under Section 7.1, shall be authorized to enter upon the Lot and remove or complete any incomplete work and to charge all costs incurred to the Lot and the Owner thereof.
- 4.6 Estoppel Certificates. The ACC will, upon the reasonable request of any interested party and after confirming any necessary facts and receipt of any reasonable fee imposed by the ACC, furnish a certificate with respect to the approval or disapproval of any Application for Development on any portion of the Property or the status thereof. Such certificate will address whether a given Application was approved, approved with conditions or denied or is still pending. Any Person, without actual notice to the contrary, will be entitled to rely on said certificate with respect to all matters set forth therein.
- 4.7 Monitoring. The ACC or its designated representative may monitor and conduct on-site inspections of any Development on the Property to determine that the Development thereon complies with these Restrictions, the Design Criteria and any applicable approvals, conditions or construction procedures issued, imposed or prescribed by the ACC. The ACC or its designated representatives may enter upon any portion of the Property at any reasonable time for the purpose of observing the progress, status or completion of any Development.
- 4.8 Certificate of Compliance; Ongoing Upkeep and Maintenance. Promptly upon completion of any Development on the Property, the applicable Owner must provide the ACC with a certification, in a form satisfactory to the ACC, that such Development was completed in accordance with the ACC's approval of the Application. Thereafter, the Owner will maintain its portion of the Property in good condition and repair, free of trash or other debris, and otherwise in a clean, safe, attractive and orderly manner consistent with the ACC approval of the Application. Any subsequent modifications to such portion of the Property will require ACC approval as provided for above.
- 4.9 Exemptions; Exclusions; Variances.
  - (a) Exemptions. Notwithstanding any provisions to the contrary contained in these Restrictions, these Restrictions shall not apply to any activities of Declarant or the

District. Furthermore, in the event that Declarant has granted written approval of any specified Improvements at the request of and for the benefit of any Owner prior to the recordation of these Restrictions, the ACC shall be bound by that approval as if it had given such approval in the first instance pursuant to the terms of these Restrictions. In addition, the ACC, in its sole discretion, may exempt any portion of the Property from the requirements of the Design Criteria.

- (b) Exclusions. Any Owner may remodel, paint or redecorate the interior of structures on a Lot without approval of the ACC pursuant to this Section 4. However, modifications to the interior of screened porches, patios, balconies and similar portions of structures on any portion of the Property visible from outside such structures shall be subject to such approval. No ACC approval shall be required to repair, restore or rebuild the exterior of any structures or other Improvements on any portion of the Property substantially in accordance with the originally approved color scheme and/or the plans and specifications approved by the ACC pursuant to the original Application for such Improvements, nor to replace dead or diseased landscaping approved by the ACC in the original Application with the same plants, shrubs or trees as previously approved and installed. Nothing in these Restrictions shall be construed to allow uses or Improvements inconsistent with applicable zoning and/or governmental approvals.
- (c) Variances. The ACC, in its sole discretion, may permit variances from the substantive or procedural provisions of the Design Criteria with respect to any Application.

4.10 Liability. Review of and approval of any Application is made on the basis of aesthetic considerations only and in connection therewith, Declarant, any Appointing Authority, the District, the ACC, and their respective officers, directors, members, partners, employees, agents and consultants do not owe a duty to any Owner and shall not bear any responsibility for (a) ensuring the structural integrity or soundness of approved construction or modifications; (b) ensuring compliance with building codes and other governmental requirements; (c) defects in any approved plans or specifications submitted, including revisions to the same; (d) defects in construction pursuant to approved plans and specifications; (e) ensuring that the proposed Improvements do not interfere or encroach upon property boundaries, easements or setbacks; (f) soil conditions; (g) for general site work; (h) changes in drainage on either the Owner's portion of the Property or any adjacent property; (i) ensuring compliance of such Improvements with any specific requirements of these Restrictions; (j) any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not arising out of the manner or quality or other circumstances of approved construction on or modifications to any portion of the Property; or (k) for ensuring that all Residences are of comparable quality, value or size, or similar design, or aesthetically pleasing or otherwise acceptable to any other Owner. Approval of plans and specifications under these Restrictions will not constitute any representation by Declarant, any Appointing Authority, the District, the ACC, or their respective officers, directors, members, partners, employees or consultants that such plans or specifications are in compliance with applicable governmental regulations and other codes and any restrictions



or requirements imposed pursuant to a deed or other Recorded document and will not relieve any Owner of its obligation to comply with applicable laws, regulations and codes. In addition, Declarant, the Appointing Authority, the District, the ACC, and their respective successors or assigns, will not be liable in damages to anyone applying for Development approval, or to any Owner affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, approval with conditions, or failure to approve any plans or specifications for such Development.

- 4.11 Indemnification of ACC Members. To the extent permitted by law, the Appointing Authority will indemnify each individual who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Appointing Authority), by reason of the fact that such individual is or was an ACC Member or an officer, agent or employee of or consultant to the Appointing Authority, against costs, claims, liabilities, expenses (including expert witness and attorneys' fees), judgments, fines and amounts paid in settlement which are or have been actually and reasonably incurred by such individual in connection with such threatened, pending or completed action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interest of the ACC or Appointing Authority, as applicable, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent will not of itself create a presumption that the person did not act in good faith and in a manner which such individual reasonably believed to be in the best interest of the ACC, or Appointing Authority, as applicable, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. To the extent permitted by law, the Appointing Authority may provide such other and additional protection and indemnification to the extent set forth in a resolution of the Appointing Authority.

## SECTION 5 USE RESTRICTIONS

### 5.1 Residential and Business Uses.

- (a) Residential Use. Except as set forth in this Section 5.1, use of the Lots is restricted to residential purposes. No business or trade, may be conducted in or from any Lot, except that an Owner or occupant residing in a Residence on a Lot may maintain a home office within such Residence so long as: (i) the existence or operation of the home office is not apparent or detectable by sight, sound or smell from outside the Residence, (ii) the home office conforms to all applicable zoning and other legal requirements, (iii) the home office does not involve regular visitation to the Residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property, and (iv) the home office is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of

the Property, as may be determined in the sole and absolute discretion of the ACC. Notwithstanding any provision of this Section 5.1(a) to the contrary, a home-based day care business may be conducted on a Lot, if allowed by applicable zoning and/or governmental approvals, with the written consent of the ACC and pursuant to the Rules as may be promulgated by the ACC from time to time.

- (b) Business or Trade Definition. The terms “business” and “trade,” as used in this Section 5.1, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required.
- (c) Leasing of Residences and Ancillary Units. For purposes of this Section 5.1(c), the term “**Residential Lease**” shall mean an agreement (including a sublease) between the Owner or occupant of a Residence within the Property and another Person whereby such other Person is granted a right of occupancy with respect to all or any portion of such Owner’s or occupant’s Residence or an Ancillary Unit, for which such Owner receives any consideration or benefit including rent, or any other fee, service, or gratuity. Unless otherwise approved in writing by Declarant or the ACC, as appropriate, all Residential Leases must (a) be in writing, (b) be expressly subject to these Restrictions, (c) provide that failure by the lessee under such Residential Lease or such lessee’s guests to comply with these Restrictions shall be a default under such Residential Lease, and (d) be effective for an initial term of no less than six (6) months (not including renewal periods, extension terms or month-to-month periods after the expiration of the initial term). The Owner or such occupant shall be liable for any violation of these Restrictions, the Dispute Resolution Declaration or the Rules committed by its lessees or such lessees’ guests, without prejudice to such Owner’s or such occupant’s right to collect any sums paid by such lessees. The Owner shall make available to its lessees copies of these Restrictions, the Dispute Resolution Declaration and the Rules. Within fifteen (15) days after entering into any Residential Lease, the Owner of the leased premises (whether leased by Owner or any occupant) shall deliver to the ACC a signed memorandum certifying to the name of the lessee, the date the initial term of the lease, sublease or other agreement expires, and the length of each renewal period and each extension term with respect thereto, if any. In no event shall this Section 5.1(c) be deemed to allow any Residence to be used for short term rental arrangements, such as, but not limited to, Vrbo or Airbnb.

This Section 5.1 shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to the development or sale of the Property, or to any activity conducted by Declarant or a Builder approved by Declarant, that relates to the performance of their respective rights or obligations under these Restrictions or otherwise benefits the Owners.

- 5.2 Condominiums, Cooperatives and Time-Sharing. Condominiums and Cooperative. No portion of the Property shall be included within a condominium, cooperative or other common interest community without the written, Recorded consent of the Appointing Authority, unless Declarant included such portion of the Property within a condominium, cooperative or other common interest community.
- (b) Timeshares. No Lot may be used for the creation, operation of or participation in any “time share estate” as defined in C.R.S. § 38-33-110 or any other time share, interval ownership, vacation club, destination club, non-equity membership program or similar program, estate or interest in the Lot, no matter how described or classified, including, but not limited to, one by which a purchaser, investor, tenant, licensee or holder of any interest in an ownership entity owning such a Lot obtains the right to exclusive use of the Lot on a recurring basis for a certain period of time or has the right, as a member of a destination club, non-equity membership program, vacation club or similar club or organization, to make reservations to use the Lot, as a result of membership in such a destination club, non-equity membership program, vacation club or similar club or organization. Nothing in this Section 5.2(b) may be construed as prohibiting a Lot from being owned by a corporation, partnership, limited liability company or other entity or as a tenancy-in-common or other co-ownership arrangement where multiple parties hold an ownership interest in such entity or in the Lot so long as the purpose of the creation or holding of such interests and the transfer of such interests to third parties is not to market, sell or utilize those interests as a part of a commercial enterprise. This restriction is in no way intended to limit an Owner’s ability to lease a Residence or Ancillary Unit in accordance with Section 5.1(c).
- 5.3 Construction and Alterations. Except as otherwise provided in these Restrictions: (a) no Person shall perform any construction, alterations, installations or other work within the Property, except in accordance with these Restrictions and the applicable Rules, and (b) no Person shall construct or allow within the Property the existence of any temporary structures of any sort, except those permitted by these Restrictions and the applicable Rules.Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property except by Declarant or by a party acting under written authorization of Declarant. This prohibition includes that no Person other than the Declarant, or parties acting under written authorization of the Declarant, shall undertake to construct or operate any ditch, pond, well or other infrastructure for purpose of appropriating, diverting, retaining, utilizing or disposing of any surface water or ground water located upon or under the Property. Likewise, no Owner may appropriate or adjudicate water rights within the Property.
- 5.5 Unightly or Unkempt Conditions. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures on a Lot which, in the determination of the ACC, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Any Improvements, equipment or other items which may be permitted to be erected or placed on the Lots shall be kept in a neat, clean and attractive condition and shall

promptly be removed upon request of the ACC if, in the judgment of the ACC, they have become rusty or dilapidated or have otherwise fallen into disrepair. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions is prohibited, unless either conducted entirely within an enclosed garage or, if conducted outside, begun and completed within 12 hours, and not done on a regular or frequent basis. No Owner or Permittee shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in or on any portion of the Property or any drainage ditch, stream, pond or lake or elsewhere on the Property, except that fertilizers may be applied to landscaping on Lots as provided for in Section 5.9(a), provided care is taken to minimize runoff and such application complies with applicable law.

5.6 Nuisances, Hazardous Activities and Unsightliness.

(a) Prohibition of Nuisances. No Person shall conduct any activity on the Property which creates a nuisance. Without limiting the generality of the foregoing:

(i) no lights shall be emitted which are unreasonably bright or cause unreasonable glare,

(ii) no sound shall be emitted which is unreasonably loud or annoying, and

(iii) no odor shall be emitted which is unreasonably offensive to others.

(b) Prohibition of Hazardous Activities. No Person shall conduct any activity on the Property which is or might be hazardous to any Person or property. Without limiting the generality of the foregoing:

(i) no open fires shall be allowed to exist, unless contained in a customary barbecue grill or other structure approved by the ACC,

(ii) no firearms shall be discharged, and

(iii) no hunting shall be conducted.

(c) Prohibition of Temporary Structures and Unsightliness. No unsightliness shall be permitted on the Property. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the ACC;

(ii) following its collection, all trash, garbage and other waste materials shall be kept in sanitary containers enclosed and screened from public view and protected from disturbance in such places and manners as shall be approved by the ACC. No burning of trash, garbage or waste materials shall be permitted within the Property; and

- (iii) all composting containers or bins must be located in an interior side yard or screened in the rear yard. No such containers or bins may be located in any setback area.
  - (d) Temporary Structures; Unsightly Conditions. No structure of a temporary character, including a house, trailer, tent, shack, mobile home, storage shed, portable toilet or outbuilding may be placed or erected upon any Lot except (i) by Declarant or Declarant's designees, or (ii) by any Owner during construction, alteration, repair or remodeling of permitted improvements on such Owner's Lot, but only to the extent necessary to timely complete such construction, alteration, repair or remodeling.
  - (e) Variances. The ACC shall have the power to grant variances from the terms and conditions of this Section 5.6 from time to time as it deems necessary.
- 5.7 Compliance With Insurance. Except as may be approved in writing by the ACC, nothing shall be done or kept on the Property that may result in an increase in the rates of any insurance, or the cancellation of any insurance, maintained by the ACC, if any.
- 5.8 Deliveries. All deliveries made within the Property shall be made in accordance with the Rules adopted by the ACC.
- 5.9 Prohibited Conditions. The following conditions, structures and activities are prohibited on the Property, as more particularly set forth below:
- (a) Fertilizers. No fertilizers or similar substances of any kind may be applied to any portion of the Property, including the Lots, except those approved by the ACC from time to time. Such approval may be granted in blanket form pursuant to the Rules. In connection with the application of any such approved fertilizer of similar substance to any Lot, the Owner must use care to minimize runoff and must comply with all applicable law.
  - (b) Antennas. Subject only to Section 5.9(z), no exterior antennas of any kind shall be permitted, except with the approval of the ACC.
  - (c) Tree Removal. No trees, shrubbery or similar items shall be removed except with the prior written approval of the ACC.
  - (d) Drainage Patterns; Foundation. Once a Builder has completed a Residence on a Lot, no subsequent Owner may alter the drainage patterns established on its Lot by the Builder or otherwise remove soil immediately adjacent to the foundation of such Residence, except with the prior written approval of the ACC.
  - (e) Air-Conditioning Units. No window air-conditioning units or evaporative cooling units shall be installed.
  - (f) Holiday Lights. Reasonable seasonal or holiday decorative lights may be displayed during the holiday season, subject to the Rules.

- (g) Exterior Lighting. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare or shines directly onto an adjacent Lot. There shall be no exterior floodlights, searchlights, spotlights, sodium vapor lights or barnyard lights. Without limiting the generality of the foregoing, all exterior lighting on a Lot must be in compliance with the Design Criteria.
- (h) Signs. No sign of any kind, including, without limitation, banners or similar items advertising or providing directional information, shall be erected on the Property without the written consent of the ACC, except entry and directional signs installed by Declarant, the ACC or the District and except for one sign, not to exceed two feet by three feet in dimension, which may be used in connection with the sale of the Lot; provided, however, that if permission is granted to any Person to erect a sign on the Property, the ACC may restrict the size, color, lettering, placement and length of time for display of such sign.
- (i) Doors and Windows. No “burglar bars,” steel or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any building.
- (j) Animals. Except as set forth below, no animals of any kind shall be raised, bred or housed within the Property without the prior written consent of the ACC and, if required, the Colorado Division of Wildlife, and in all events in conformity with the Rules.
  - (i) Exemptions. Notwithstanding Section 5.9(j):
    - (1) an Owner shall be permitted to house on its Lot up to 3 domestic pets (which shall mean only domesticated dogs, cats or other usual and common household pets which are bona fide household pets) and such additional animals as may be expressly permitted by the Rules;
    - (2) an Owner shall be permitted to keep on its Lot a reasonable (as determined by the ACC) number of bees subject to the Rules; and
    - (3) properly licensed and registered service animals for disabled persons shall be permitted on the Property.
  - (ii) Declarant’s Exemption. The provisions of Section 5.9(j) shall not apply to Declarant and its guests and designees.
- (k) Garages; Parking and Prohibited Vehicles.
  - (i) Garages; Parking. If any Lot includes an enclosed garage, such enclosed garage must be used for vehicular parking and not for storage of personal property in a manner that prohibits vehicular parking. Vehicles shall be parked only in the garages, in the driveways servicing the Lots or in appropriate spaces or areas within a Lot as may be approved by the ACC

from time to time in that order of priority. Garage doors shall remain closed when not in use for ingress or egress of vehicles or persons. The ACC may adopt Rules pertaining to vehicles and parking within the Property from time to time not inconsistent with these Restrictions.

- (ii) Prohibited Vehicles. Except as otherwise set forth in the Rules and except as required by applicable law, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers may not be kept on the Property, except in enclosed garages. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. For purposes of this Section 5.9(k) a vehicle shall be considered “stored” if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for 7 consecutive days without the prior approval of the ACC. Service, construction and delivery vehicles may be parked on the Property for such periods of time as are reasonably necessary to provide services or to make deliveries to the Property. Any vehicle parked in violation of this Section 5.9(k) or any Rules may be towed at the direction of the District and at the expense of the Owner of the affected Lot or the owner of the vehicle.
  
- (l) Fencing. Declarant, Builders and/or the District may construct entryways, fences, fence pillars or walls on the Common Elements or those portions of the Property owned by Declarant, Builders and/or the District. No other Owners shall construct, modify, replace, paint or obstruct any fence, fence pillars or walls except in accordance with the prior written approval of the ACC. For purposes of this Section 5.9(l), hedges shall be considered to be the same as fences and subject to the same restrictions. The term “wall” as used in this section shall mean walls which are free-standing and intended to enclose the areas outside a structure. Material for containment of any pets permitted by these Restrictions may be added to perimeter fencing so long as the ACC has approved such material.
  
- (m) Landscaping; Gardens. All landscaping shall be maintained in good condition in accordance with Section 6. Any areas on a Lot outside the fencing envelope established under the Design Criteria (if applicable) shall be kept in such area’s natural state. No artificial vegetation, lawn ornaments or statues shall be permitted outside of any structure on any Lot.
  
- (n) Swimming Pools, Tennis Courts and Fire Pits. Swimming pools, tennis courts and fire pits may be constructed on a Lot; provided, that no more than one each shall be allowed on each Lot and any such fire pit shall be gas operated. The design and location of all swimming pools, tennis courts and fire pits on a Lot shall be subject to approval by the ACC. No wood-burning fires shall be intentionally caused or created outside of a Residence located on any Lot; provided, however, this

Section 5.9(n) shall not operate to prohibit any barbeque grill used in accordance with applicable law.

- (o) Irrigation. All landscape irrigation by an Owner shall be supplied solely with public water sources provided by the Fort Collins Loveland Water District and limited in amount and frequency to that which is reasonably necessary and appropriate and shall at all times comply with any restrictions or guidelines put in place by any applicable governmental entity, including without limitation, the Fort Collins Loveland Water District. In no event shall any landscape irrigation be allowed to result in flooding, saturation or other adverse effects of, on or to other property.
- (p) Grading, Drainage and Septic Systems. No Person shall alter the grading of any Lot without prior approval of the ACC. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains, or materially alter the rate, volume or location of runoff from a Lot onto adjacent property. Septic tanks and drain fields, other than those installed by or with the consent of Declarant, are prohibited on the Property.
- (q) Secondary Structures. Secondary structures such as Ancillary Units, play structures, guest houses, caretaker residences, barns, sheds, gazebos, green houses and the like may be constructed on a Lot but only with the prior written approval of the ACC. Except as allowed by the Design Criteria and approved by the ACC, no mobile home or other structure of a temporary nature shall be placed upon a Lot. This prohibition shall not apply to restrict the construction or installation of temporary construction sales trailers or similar temporary structures used in connection with development and sale of the Property.
- (r) Outside Storage. No personal property of any kind or type may be stored on any Lot except inside a Residence constructed on such Lot or any other Improvements (except enclosed garages as indicated in Section 5.9(k)) constructed on a Lot that have been approved by the ACC. This prohibition shall not be interpreted to apply to normal and customary patio furniture and barbecue grills.
- (s) Firearms, Fireworks and Explosives. The discharge of firearms, fireworks or explosives on the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, soft pellet guns and other firearms of all types, regardless of size.
- (t) Clothes Drying Facilities. No outside clotheslines or other facilities for drying clothes shall be placed on the Property except those that are not Visible From Neighboring Property.
- (u) Tents. Unless otherwise approved by the ACC in writing, camping tents shall be permitted within the backyard of a Residence, on the condition that: (a) any such tent does not exceed 8 feet in height; (b) no more than 3 such tents shall be assembled within any backyard at the same time; (c) no tent shall be assembled on



any backyard for more than 3 consecutive nights or more than 7 nights within any 30-day period. Unless otherwise approved by the ACC in writing, a tent intended to accommodate functions such as weddings, parties or similar events shall be permitted on any Lot, on the condition that no such tent is assembled on any Lot for more than 48 hours or assembled on such Lot for more than 72 hours during any 30-day period.

- (v) Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other improvement within the Property without the prior written approval of the ACC.
- (w) Machinery and Equipment. No machinery or equipment of any kind shall be placed, stored or maintained upon the Property so as to be Visible From Neighboring Property, except machinery or equipment: (a) as is usual and customary in connection with the construction (during the period of construction) or repair (during the period of repair) of improvements on the Property, and (b) which Declarant, the ACC or any of their designees may require for the development, operation or maintenance of the Property or other property. Notwithstanding the foregoing, transformers and gas, electric or other meters of any type may be hung on exterior walls so as to be Visible From Neighboring Property so long as the same have been approved by the ACC, and solar energy collectors or panels may be installed so as to be Visible From Neighboring Property if harmoniously done and if approved by the ACC in its sole discretion.
- (x) Energy Conservation Equipment. Subject to the provisions of C.R.S. § 38-30-168, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure and approved by the ACC.
- (y) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted, except for temporary lines as required during construction and lines installed by or at the request of Declarant.
- (z) Satellite Dishes. Satellite dishes that are more than one meter in diameter shall not be permitted on the Property. Satellite dishes that are one meter or less in diameter shall be permitted within the Property subject to the restrictions contained within the Rules.
- (aa) Storage Tanks. Except as provided in the Rules, no tanks for the storage of gas, fuel, oil, or other materials may be erected, placed, or permitted above or below the surface of any Lot (other than reasonably-sized propane tanks intended for use with gas grills, but only if and as specifically allowed in the Rules).
- (bb) Water Well Restrictions. No Owner shall have the right to drill or operate any water wells on the Property, to expose any groundwater to surface evaporation, or to otherwise collect or utilize any groundwater under the Property for any purpose.

- 5.10 Roads. No motor vehicles may be driven or operated upon any portion of the Property, except for roads within the vicinity of the Property, in garages or on driveways approved by the ACC; provided that Declarant, the District and any Builder shall be permitted to operate motor vehicles on the Property in connection with their development and maintenance of the Property and the Additional Land.
- 5.11 Restrictions on Access. Vehicular access to and from Lots and Local Common Areas within the Property shall be limited to curb cuts and driveways approved by the ACC.
- 5.12 Laws and Ordinances. Every Owner and Permittee shall comply with all laws, statutes, ordinances and rules of federal, state and local governments applicable to the Property. Any violation may be considered a violation of these Restrictions. However, Declarant, the Appointing Authority, the ACC and the District shall have no obligation to take action to enforce such laws, statutes, ordinances and rules. Notwithstanding the foregoing, the District is obligated to enforce any laws, statutes, ordinances and rules that it has promulgated. Unless otherwise approved by Declarant in writing, the Property shall not be used for any purpose not permitted by applicable zoning laws.
- 5.13 Permittees Bound. All provisions of these Restrictions and the Rules shall also apply to all Permittees. Every Owner shall be responsible for its Permittees' compliance with these Restrictions and the Rules.
- 5.14 Exceptions for Construction. During the course of actual construction of Improvements, the above use restrictions in this Section 5 shall not apply to the extent reasonably necessary to permit such construction to be undertaken in a reasonable manner, provided that nothing is done or occurs during the period of construction that will result in the violation of any such use restriction upon the completion of such construction.
- 5.15 Rules. In addition to the restrictions, conditions and covenants in this Section 5 concerning the use of the Property, the ACC from time to time may promulgate and amend reasonable Rules not in conflict with these Restrictions. Prior to the adoption or amendment of any Rule, the ACC must notify each Owner about the proposed Rule or amendment to a Rule (whether in writing, via email or on a website) and the Owners must be allowed a reasonable opportunity to be heard at the ACC meeting regarding such proposed new or amended Rule.

## SECTION 6 MAINTENANCE

- 6.1 Owner's Maintenance Responsibility.
- (a) Generally. Each Owner shall maintain such Owner's Lot and the Improvements thereon and all fencing located adjacent to such Owner's Lot (except with respect to such fencing located in open space or a recreational area) in a clean, safe, attractive and orderly manner and shall perform all necessary repairs of such Lot, Improvements and fencing, unless such maintenance responsibility is otherwise assumed by the District. Notwithstanding any provision contained in these Restrictions to the contrary, if any Owner damages fencing located adjacent to such

Owner's Lot which fencing is located in open space or a recreational area, such Owner shall repair, replace or otherwise restore such fencing to its prior condition.

- (b) Election to Perform Owners' Duties. The District may elect to maintain or repair any Lot or portion thereof, the maintenance or repair of which is the responsibility of an Owner pursuant to Section 6.1(a) if (i) such Owner has failed, for more than 30 days after notice from the District, to perform its responsibilities under these Restrictions with respect to the maintenance or repair of its Lot; and (ii) such failure has a material effect on the appearance of such Lot when viewed from any area outside such Lot or has a material adverse effect on the use of another Lot or any District Property for its permitted and intended use; provided, however, that if such failure is not susceptible of being cured within such 30-day period, the District will not be entitled to perform any repairs or maintenance if such Owner commences performance of its obligations within such 30-day period and thereafter diligently completes such performance. Such Owner will pay all costs (including, without limitation, reasonable attorneys' fees) incurred by the District in exercising its rights under this Section 6.1(b), and such costs shall create a lien on such Owner's Lot. Such payment will be made upon receipt of a demand from the District therefor. If an Owner fails to make such payment within 30 days of receipt of a demand therefor, the District will be entitled to take whatever lawful action it deems necessary to collect such payment including, without limitation, foreclosing its lien or instituting an action at law or in equity.

6.2 Landscaping. Generally. Subject to seasonal limitations as described below, within 90 days after Recordation of an instrument conveying a Lot to an Owner other than a Builder, or within such longer period as may be approved in writing by the ACC, the Owner of such Lot shall install and maintain landscaping on the Lot and any right-of-way immediately adjacent to the Lot (such as the area between a sidewalk and the street, or such as a roadside culvert) in a neat and attractive condition, including, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally installed on such Lot or in the public right-of-way immediately adjacent to such Lot by Declarant, a Builder, the Owner or any prior Owner. Notwithstanding the foregoing, to the extent that such an Owner takes title to its Lot between October and April, the deadline for installation of such landscaping shall be extended until the next occurring June 15. To the extent that any such landscaping is installed by Declarant, a Builder or a prior Owner, the Owner's responsibility for maintenance shall commence immediately upon taking title to its Lot, or immediately upon installation, in the event such landscaping is installed after such Owner takes title to its Lot. The ACC may adopt Design Criteria to regulate landscaping permitted and required; provided, however, that Declarant shall be exempt from compliance with the Design Criteria.

- (b) Election to Perform Duties. In the event any Owner fails to install and/or maintain landscaping in conformance with such Design Criteria, or shall allow the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the District, upon 30 days prior written notice to such Owner, shall have the right, in accordance with the terms and provisions of these Restrictions, (i) to

seek any remedies at law or in equity which it may have or to correct such condition, (ii) after notice and a hearing, to enter upon such Owner's Lot for the purpose of correcting such condition and such Owner shall promptly reimburse the District for the cost thereof and such cost shall create a lien on such Owner's Lot, or (iii) both of the foregoing. In addition to the landscaping of its Lot and any right-of-way immediately adjacent to the Lot (such as the area between a sidewalk and the street, or such as a roadside culvert immediately adjacent to the Lot), each Owner is solely responsible for the maintenance, repair and replacement of the sidewalks immediately adjacent to its Lot, which responsibility shall include, without limitation, snow removal.

### 6.3 District Landscape Area.

- (a) Generally. Except as provided below, no later than the issuance of the first permanent certificate of occupancy for a Lot, or within such longer period as may be approved in writing by the ACC, a Builder shall install all initial landscaping on (i) such Lot and (ii) all Local Common Area adjacent to such Lot (such Local Common Area, the "**District Landscaped Area**"). Thereafter, the Owner of such Lot shall maintain the Lot and the District shall maintain the District Landscaped Area, each in a neat and attractive condition, which maintenance shall include, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace as needed any trees, plants, grass and other vegetation which may be originally installed by Declarant or a Builder. The ACC may adopt Design Criteria to regulate landscaping permitted and required within the District Landscaped Area; provided, however, that Declarant shall be exempt from compliance with such Design Criteria.
- (b) Election to Perform Duties. In the event any Owner fails to install and/or maintain landscaping in conformance with such Design Criteria, or shall allow the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the District, upon 30 days prior written notice to Owner, shall have the right, in accordance with the terms and provisions of these Restrictions, (i) to seek any remedies at law or in equity which it may have or to correct such condition, (ii) after notice and a hearing, to enter upon such Lot for the purpose of correcting such condition, and such Owner shall promptly reimburse the District for the cost thereof and such cost shall create a lien on such Owner's Lot, or (iii) both of the foregoing. Until such time as the District assumes responsibility for the District Landscaped Area, the applicable Builder is solely responsible for the maintenance, repair and replacement of all sidewalks adjacent to that portion of the Property, which maintenance shall include, without limitation, snow removal.

## SECTION 7 ENFORCEMENT

- 7.1 Enforcement Powers and Procedures. The conditions, covenants, restrictions, and reservations herein contained will run with the land, and be binding upon and inure to the benefit of all real property within the Property. In the event of any violation of any

condition, covenant, restriction, or reservation of these Restrictions, Declarant (so long as Declarant owns any Interest in the Property or the Additional Land), the Appointing Authority, the ACC, and the District will have the right to all remedies available at law or in equity. Without limiting the foregoing, in the event of any violation of any condition, covenant, restriction or reservation of these Restrictions, (a) any of Declarant (so long as it continues to own an Interest in the Property or Additional Land), the ACC, the Appointing Authority or the District may bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, (i) to enjoin them from so doing, (ii) to cause any such violation to be remedied and such Owner shall promptly reimburse the party who remedied the violation for the cost thereof and such cost shall create a lien on such Owner's Lot, or (iii) to recover damages resulting from such violation; (b) the ACC and the District have the right and power to impose fines and monetary penalties, in such amounts as are reasonably determined by such party, against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations; and (c) the ACC and the District have the right to enter any portion of the Property on which the violation is occurring and abate, remove, modify, or replace at the expense of the Owner thereof any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Declarant, the Appointing Authority, the District and the ACC shall not be held liable to any Owner or any other Person for exercising the rights granted by this Section 7. Nothing in this Section 7 is intended or will be construed to limit the ACC's, Declarant's, any Appointing Authority's, or the District's exercise or enjoyment of any rights reserved or granted to such party pursuant to these Restrictions.

- 7.2 Lien Rights. By taking title to a Lot, each Owner hereby grants to the ACC, the Appointing Authority and the District a lien against its Lot to secure the timely payment of any costs incurred in the enforcement of these Restrictions, including, without limitation, fines, monetary penalties or expenses resulting from the ACC, the Appointing Authority or the District remedying of a violation of these Restrictions from time to time (the "**Lien**"). Upon the occurrence of any Owner's delinquency in the payment of any costs incurred in the enforcement of these Restrictions, the ACC, the Appointing Authority or the District, as applicable, may proceed to enforce its lien rights to recover the delinquency by a foreclosure of the Lien. The Lien will be enforceable against the Lot only by judicial foreclosure in the same manner as a real property mortgage is foreclosed under the prevailing laws of the State of Colorado. In addition to securing payment of the delinquency, the Lien will also secure the late fees established under the foregoing provisions or the Rules or Design Criteria, and all costs and expenses, including attorneys' fees, incurred by the ACC, the Appointing Authority or the District, as applicable, in confirming, exercising or foreclosing upon the Lien or in otherwise attempting to enforce the delinquent payment obligation, and all such enforcement and collection costs will be due and owing from the Owner upon demand. The Lien will survive and will not be extinguished by any foreclosure, cure or redemption in connection with any one payment delinquency. Any further delinquencies (and any late fees and collection and enforcement costs attributable thereto) which become delinquent after the commencement and prior to the completion of any foreclosure of the Lien (and the expiration of any redemption period in favor of the Owner) will become part of the payment delinquency foreclosed upon and added to the indebtedness necessary to redeem. The ACC, the Appointing Authority and

the District may be the purchaser at any foreclosure, and, for bidding purposes, will be entitled to a credit in the amount of the obligations secured from time to time by the Lien. In order to evidence and confirm the Lien upon the occurrence of a delinquency in payment, the ACC, the Appointing Authority or the District, as applicable, may, but are not required to, prepare a written notice setting forth the amount of the pertinent delinquency (including any accrual of late fees and collection and enforcement costs incurred in connection therewith), the name of the Owner, the legal description of the Lot, and such other information concerning the Lien and the delinquency as the ACC, the Appointing Authority or the District, as applicable, may consider appropriate, which notice may then be Recorded. The right to exercise and enforce the Lien is a non-exclusive remedy. The ACC, the Appointing Authority or the District may maintain a suit to recover any delinquencies in payments, together with the related late fees and enforcement and collection costs, without first foreclosing upon the Lien, as well as exercise any other remedies provided for in these Restrictions. The undertaking of any such collection action will not constitute any election of remedies or waiver by the ACC, the Appointing Authority or the District that bars enforcement of the Lien, and the ACC, the Appointing Authority or the District retain all rights to enforce the Lien for the same or other delinquencies. Notwithstanding the foregoing, nothing contained in these Restrictions shall limit or in any way restrict the District's statutory lien rights.

7.3 Enforcement Rights of the Owners.

- (a) ACC Review. Owners do not have the right to participate in the design review process for any Development on any portion of the Property not owned by such Owner, and, if the ACC has approved a particular Development, no Owner has standing to enforce the Design Criteria against any portion of the Property or to argue that a particular Development does not comply with the Design Criteria. The ACC's approval of any Development will be binding upon all Owners, the District and any other Person having the right to enforce the terms of these Restrictions from time to time.
- (b) Use Restrictions. In the event of any violation of any condition, covenant, restriction or reservation in Section 5 of these Restrictions, any Owner may bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, (i) to enjoin them from so doing, (ii) to cause any such violation to be remedied, or (iii) to recover damages resulting from such violation.

7.4 Costs of Enforcement. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered will pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding.

7.5 Remedies - Cumulative. Such remedies will be cumulative and not exclusive. The failure of any party with enforcement rights hereunder to enforce any of the conditions, covenants, restrictions, or reservations herein contained will in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions,

covenants, restrictions, or reservations, and the Owners or the ACC will not be liable therefore.

- 7.6 Easements Benefiting the ACC and the District. Declarant hereby establishes and grants to the ACC and the District a nonexclusive perpetual easement over each Lot and other portions of the Property (but excluding in any case the interior of improvements) for the purpose of permitting the ACC and the District reasonable and necessary access to any of the Property for the purpose of exercising their enforcement rights in accordance with the provisions of these Restrictions. The easements granted pursuant to this Section 7.6 shall be subject to these Restrictions and any other applicable covenants, and any other easements, rights-of-way or other title matters Recorded against the Property. All easements established and granted pursuant to this Section 7.6 are appurtenant to and run with the Property and will be perpetually in full force and effect so long as these Restrictions are in force and will inure to the benefit of and be binding upon Declarant, the ACC, the District, Owners, Permittees and any other Persons having any interest in the Property or any part thereof. The Lots will be conveyed and encumbered subject to all easements set forth in this Section 7.6, whether or not specifically mentioned in such conveyance or encumbrance.

#### SECTION 8 AMENDMENT AND ASSIGNMENT

- 8.1 Amendment of Restrictions by Declarant to Annex Additional Land. So long as Declarant continues to own an Interest in the Property and the Additional Land, Declarant may, without the consent of the Appointing Authority or any Owner, amend these Restrictions to make any additional real property within the vicinity of the Property including, but not limited to, the Additional Land, subject to the terms of these Restrictions, provided that any such amendment will require the consent of the owner of the Additional Land or other additional property.
- 8.2 Amendment of Restrictions by Appointing Authority. The Appointing Authority may, without the consent of any Owner or Declarant (except as expressly provided below), amend these Restrictions to: (a) make any additional real property within the vicinity of the Property, including, but not limited to, the Additional Land, subject to the terms of these Restrictions, provided that any such amendment will require the consent of the owner of the Additional Land or other additional property; (b) correct any clerical or typographical errors; and (c) make any other changes to the terms of the Restrictions that do not materially increase the scope of authority or powers of the Appointing Authority, the ACC or the District beyond the powers and authority described in these Restrictions and that do not materially increase the burdens or restrictions placed on the Property pursuant to these Restrictions. Notwithstanding the foregoing, so long as Declarant owns any Interest in the Property and the Additional Land, Declarant's prior written consent is necessary for any amendment made pursuant to this Section 8.2.
- 8.3 Amendment of Restrictions by Owners. These Restrictions may be amended at any time with the consent of the Owners owning portions of the Property which have a combined assessed value of at least 67% of the combined assessed value for all of the Property.

Notwithstanding the foregoing, so long as Declarant owns any Interest in the Property or the Additional Land, Declarant's prior written consent is necessary for any amendment made pursuant to this Section 8.3.

- 8.4 Effectiveness of Amendment. Any amendment to these Restrictions under Section 8.1 will be effective upon the Recording of an instrument, executed by Declarant, setting forth the amendment in full. Any amendment to these Restrictions under Section 8.2 or Section 8.3 will be effective upon the Recording of an instrument, executed by the Appointing Authority, setting forth the amendment in full and certifying that the amendment has been approved pursuant to Section 8.2 or Section 8.3, as applicable.
- 8.5 Assignment of Declarant's Rights and Duties. Declarant has the right to assign all of its rights, powers and reservations contained in these Restrictions to any purchaser of all or substantially all of the portions of the Property or Additional Land owned by Declarant at the time of such purchase pursuant to a written agreement setting forth such terms and conditions on which Declarant and such successor-in-interest may agree. Any successor-in-interest to Declarant, after consenting in writing to such assignment, will succeed to the rights, powers and reservations of Declarant contained herein and be automatically deemed Declarant hereunder. Upon such assignment, the predecessor Declarant will be relieved from such rights, powers and reservations, and the liabilities, obligations and duties occurring after such assignment with respect thereto. Any assignment made under this Section 8.5 will be evidenced by a Recorded memorandum or similar document that summarizes the essential terms of such assignment.
- 8.6 Assignment of District's Rights and Duties. The District has the right to assign all of its rights, powers and reservations contained in these Restrictions to any other special district organized and authorized pursuant to Title 32, C.R.S., as amended, or to a property owners' association formed for the Property pursuant to a written agreement setting forth such terms and conditions on which the District and such successor-in-interest may agree. Any successor-in-interest to the District, after consenting in writing to such assignment, will succeed to the rights, powers and reservations of the District contained herein. Upon such assignment, the District will be relieved from such rights, powers and reservations, and the liabilities, obligations and duties occurring after such assignment with respect thereto. Any assignment made under this Section 8.6 will be evidenced by a Recorded memorandum or similar document that summarizes the essential terms of such assignment.

SECTION 9  
MISCELLANEOUS

- 9.1 Use of the Name "Timnath Lakes". No Person shall use the name "Timnath Lakes" or any derivative in any printed or promotional material without Declarant's prior written consent.
- 9.2 Term. All provisions of these Restrictions will continue in effect in perpetuity unless these Restrictions are terminated with the consent of those Owners entitled to cast at least 67% of the votes as allocated pursuant to Section 8.3; provided, however, that any termination of these Restrictions will also require the written approval of the Appointing Authority and, so long as Declarant owns an Interest in the Property or Additional Land, Declarant. The



termination of these Restrictions will be effective upon the Recording of a certificate, executed by the Chair of the ACC declaring that these Restrictions have been terminated as provided herein, and approved by the Appointing Authority and, so long as Declarant owns an Interest in the Property and the Additional Land, Declarant, as provided for above. Notwithstanding anything in this Section 9.2 to the contrary and unless these Restrictions are terminated earlier pursuant to this Section 9.2, each provision of these Restrictions that is subject to the rule commonly known as the rule against perpetuities will continue and remain in full force and effect until 21 years following the death of every descendent of current President of the United States who is in office and living at the time these Restrictions are Recorded.

- 9.3 Notices. Except for notices concerning meetings of the ACC, the Appointing Authority or Declarant, any notices required or permitted under these Restrictions to be given to any Owner, the ACC, the Appointing Authority or Declarant will be sent by certified mail, first-class postage prepaid, return receipt requested, to the intended recipient at, in the case of notices to an Owner, the address of such Owner at its Lot; in the case of notices to the ACC, the address listed in the most current Design Criteria; in the case of notices to the initial Appointing Authority and Declarant, the address set forth below. All notices are deemed given and received three business days after mailed as provided in the previous sentence. Any Owner may change its address for purposes of notice by notice to the Appointing Authority in accordance with this Section 9.3. The ACC, the Appointing Authority and Declarant may change their addresses for purposes of notice by notice to all Owners in accordance with this Section 9.3. Any such change of address is effective five days after the required notice is given.

If to Declarant: CAC Timnath, LLC  
Attn: Bill Hosler  
Attn: Michael Kuykendall  
66 Franklin Street, Suite 200  
Oakland, CA 94607

With a copy to: Polsinelli, P.C.  
1401 Lawrence Street, Suite 2300  
Denver, Colorado 80202  
Attention: John Heronimus, Esq.

- 9.4 Interpretation. The provisions of these Restrictions will be construed as a whole to effectuate the purpose of these Restrictions. With respect to matters addressed by more than one restriction, the more restrictive will be interpreted to override the less restrictive.
- 9.5 Governing Law. These Restrictions shall be governed by and construed under the laws of the State of Colorado. In any instance where there is a conflict between provisions of these Restrictions or the Design Criteria on the one hand and federal or state laws or regulations or Town codes, regulations or approvals relating to the Property on the other hand, the more restrictive shall prevail. These Restrictions do not create any authority for the Town to enforce any provision of these Restrictions or of the Design Criteria.

- 9.6 Severability. Each of the provisions of these Restrictions will be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof will not affect the validity or enforceability of any other provision.
- 9.7 Number and Gender. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine or neuter will each include the masculine, feminine and neuter.
- 9.8 Captions for Convenience. The titles, headings and captions used in these Restrictions are intended solely for convenience of reference and will not be considered in construing any of the provisions of these Restrictions.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, Declarant has executed these Restrictions as of the date first written above.

**DECLARANT:**

**CAC TIMNATH, LLC,**  
a Delaware limited liability company

By: *CWH*  
Name: C. William Hosler  
Title: Executive Vice President

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

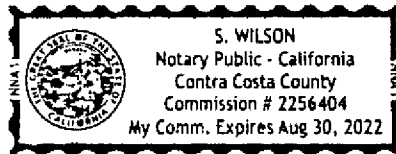
On Oct. 29, 2020 before me, S. Wilson, Notary  
(insert name and title of the officer)

personally appeared C. William Hosler  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *A. Wilson* (Seal)





**EXHIBIT A**  
**Legal Description of the Declarant Property**

Tract F, Tract J, Tract K, Tract L, Tract N, Tract P,  
Lots 1 through 11, Block 1,  
Lots 1 through 11, and Lots 14 through 16, Block 2, and  
Lots 7 and 8, and Lots 10 through 25, Block 3,

Timnath Landing Filing No. 1, according to the Plat recorded August 28, 2019 at Reception No.  
20190051031, County of Larimer, State of Colorado.

Tract A, Tract B, Tract D,  
Lots 1 through 10, Block 1,  
Lots 1 through 24, Block 2, and  
Lots 3 through 14, Block 3,

Timnath Landing Filing No. 2, according to that Plat recorded June 30, 2020 at Reception No.  
20200047375, County of Larimer, State of Colorado.

**EXHIBIT B**  
**Legal Description of the Joining Landowner Property**

Lots 12, 13, 17, 18 and 19, Block 2, and  
Lots 1 through 6 and Lot 9, Block 3,

Timnath Landing Filing No. 1, according to the Plat recorded August 28, 2019 at Reception No. 20190051031, County of Larimer, State of Colorado.

Lots 25 through 28, Block 2, and  
Lots 1 and 2, Block 3,

Timnath Landing Filing No. 2, according to the Plat recorded June 30, 2020 at Reception No. 20200047375, County of Larimer, State of Colorado.

**EXHIBIT C**  
**Legal Description of Additional Land**

None.