

Financial Audit
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

FINANCIAL AUDIT

**THERE IS NOT A FINANCIAL AUDIT OR
FINANCIAL REVIEW FOR THIS COMMUNITY
AT THIS TIME.**

Resolutions & Policies
Colorado Golf Club Homeowners Association

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The “Lake” at Betts Lake Approved Lake Signage Policy

The following signs will be permitted within Colorado Golf Club in connection with The “Lake” at Betts Lake Policies and Procedures.

Private Property Signage

- This sign may be placed at each end of the Designated Lake Usage Areas, near lot K and lot AA.
- Sign placement is at the discretion of the Reata South Metropolitan District Board of Directors.
- Signage wording to read:
 - “Private Property-No Lake Access Beyond This Point”

No Trespassing Signage

- This sign may be placed around the Lake or along the borders of the Colorado Golf Club community.
- Sign placement is at the discretion of the Reata South Metropolitan District Board of Directors.
- Signage wording to read:
 - “No Trespassing-Violators Will Be Prosecuted”

Restrictions Signage

- These signs may be placed around the Lake.
- Sign placement is at the discretion of the Reata South Metropolitan District Board of Directors.
- Signage wording to include the following:
 - Any and all activities are limited from dawn to dusk.
 - Catch and release only.
 - Trespassers are subject to citation, per Title 18 Article 4 Parts 502-504 of the Colorado Revised Statutes.
 - No alcoholic beverages, no smoking, no fires, no glass containers, and no camping allowed.
 - All debris must be removed from the premises and properly disposed of, including fishing lines, hooks, paper, containers, etc.
 - Pets are not permitted in the Lake.

Designated Parking Area Signage

- These signs may be placed in the designated parking area(s).
- Sign placement is at the discretion of the Reata South Metropolitan District Board of Directors.
- Signage wording to read:
 - “Designated Lake Parking Area”

**COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
AMENDED ASSOCIATION DELINQUENCY POLICY
CCIOA (COLORADO COMMON INTEREST OWNERSHIP ACT) COMPLIANT
2015**

Community association business and its financial existence depend exclusively upon proper and efficient collection of maintenance fees or assessments from all members of the community.

A community is defined and valued by compliance with requirements of the Declarations, Bylaws, and the Community Standards of the Association.

A substantial management cost is necessary to monitor, notify and administer maintenance fee collection and compliance with the governing documents. Administrative / Collection fees charged by Management are considered compensation by the Association under the Management Agreement and are payable to the Managing Agent that completed the actions under the policy. This policy will define how Westwind Management Group, Inc. will oversee these important responsibilities.

Maintenance fees or assessments and special assessments that provide consistent operating income and special capital funding are defined in the governing documents. Westwind Management Group, Inc. recognizes that only a small percentage of owners choose not to pay their maintenance fees or assessments and special assessments within the timeframe and under the requirements set forth by the association's governing documents. It is the Association's and Westwind's opinion that compliant owners should not be penalized for the non-payment of fees by delinquent owners. Westwind Management Group, Inc., therefore charges each delinquent owner directly for the added cost of collection on their account rather than incorporating it into the management fee paid by all owners and is therefore compensated indirectly by the Association for the additional administrative services defined under this policy.

Westwind Management Group, Inc. will collect maintenance fees or assessments and special assessments or other fees due to the Association based upon the following reasonable procedures:

MAINTENANCE FEE AND SPECIAL ASSESSMENT COLLECTION PROCEDURES

The Board of Directors considers collection of maintenance fees, assessments, special assessments or other fees due to the Association to be very serious and the primary means of support for the community. The absence of these maintenance fees or assessments and special assessments would constitute an imminent threat to the peace, health and safety of the community.

The Association's Declaration states that assessments may bear interest from the due date at a rate of 21% per annum or at such other rate as may be set from time to time by the Board of Directors. The Board of Directors may charge a late charge in addition to the interest charge.

Maintenance fees, annual assessments, special assessments or other fees are due to the Association, through a Board-approved payment schedule in one payment annually, on the first of the year due to the Association, and are considered delinquent if payment is not received by the 30th day of the year:

- A. In the event that a payment is not received by the 30th day of the year, a friendly reminder letter will be sent to the delinquent Owner and a \$25.00 late charge will be assessed each month that the annual assessment remains unpaid. LATE CHARGES ARE ASSOCIATION INCOME AND SHALL BE THE PERSONAL OBLIGATION OF THE OWNER(S) OF THE UNIT FOR WHICH SUCH AMOUNT IS UNPAID.

- B. If payment in full is not received by the 45th day of the year, a second notice will be sent. A \$30.00 COST OF COLLECTION CHARGE IS ASSESSED TO THE OWNER BY WESTWIND MANAGEMENT GROUP, INC.
- C. If payment in full is not received by the 60th day of the year, a FINAL collection letter will be sent, with promise of lien filing in 30 days if arrangements for a payment plan are not made. This FINAL collection letter shall state:
1. The total amount due, with an accounting of how the total was determined;
 2. Whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into such a payment plan;
 3. The name and contact information of the individual that the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; and
 4. Action that is required to cure the delinquency. Failure to do so within 30 days may result in the Owner's account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.
- A \$30.00 COST OF COLLECTION CHARGE IS ASSESSED TO THE OWNER BY WESTWIND MANAGEMENT GROUP, INC. If a payment plan is entered into, then an additional \$100.00 ADMINISTRATIVE FEE will be added to the account and collected with the delinquent balance owed.
- D. If payment in full is not received by the 90th day of the year, and a repayment plan has not been agreed to by delinquent owner and Association, a lien is filed on the property. A \$125.00 COST OF COLLECTION CHARGE IS ASSESSED TO THE OWNER BY WESTWIND MANAGEMENT GROUP, INC., IN ADDITION TO THE DELINQUENT ASSESSMENTS, ACCUMULATED LATE AND/OR COLLECTION CHARGES, AND ADMINISTRATIVE FEES BY THE ASSOCIATION.
- E. Due to evidentiary and hearsay issues, Management will not attempt to contact the owner by phone. If the delinquent owner has questions about the delinquency, that owner is encouraged by our notices to contact us either by phone or in writing and we will respond appropriately in writing. If an owner communicates with us via email, text, fax, phone or any other method of communication, by those actions, the owner authorizes the Association and Management to communicate via that same method in the future.
- F. If no response is received by the owner at this juncture or at the request of the Association, Management will refer the account to the Association's attorney for legal action. Once an account is turned over to the Association's legal counsel, Management will refer any and all communications and correspondence from an owner directly to the attorney. The attorney is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including but not limited to:
1. Deliver a demand letter to the owner promptly.
 2. If the owner has not responded to the attorney's demand letter, a suit for a personal judgment will be initiated approximately 30 days after the date of the demand letter.
 3. If the owner does not respond and does not attend the court hearing, a judgment will be awarded and garnishment of assets will commence. This includes garnishing wages, bank accounts, rents, automobiles, other property, etc.
 4. The account will remain with the attorney until the account has been paid in full, resulting in a zero (\$0.00) balance. This includes payment of all collection fees and costs, including but not limited to, all attorney fees and costs. In such event, the association shall not have to again mail out the notices set forth in this policy until the account has reached a zero balance.

5. The Association, or assignee of the Association's lien, may proceed to foreclosure if the total amount secured by the lien is equal to at least 6 months of assessments. In addition, the Board of Directors must vote (recorded vote), to proceed with foreclosure on any delinquent account. Authority to proceed with foreclosure may not be delegated to the Association's Managing Agent, the Association's Attorney, or any other third party. Any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the Association or a holder or assignee of the Association's lien in connection with an action that is dismissed for this reason may be assessed against the Owner.
- G. Any and all fines or charges and/or costs associated with actions taken due to covenant enforcement may be assessed and collected according to the collection of delinquent assessments as stated herein.
- H. Sales of Liens – The Association, through its Board of Directors, selects one of the two below actions in the event that an individual or an entity expresses interest in purchasing an existing Association lien:
- Either –
- ☐ Westwind Management Group, Inc., is fully approved, without further authorization necessary from the Association, to sell any and all liens against homes in the community as long as the sale amount covers all delinquent maintenance fees or assessments, special assessments, costs of collection, legal fees and any other costs or fees associated with charges due from the delinquent owner to the Association. No processing fee is charged by Westwind Management Group, Inc., but there may be supplementary administrative cost charges due to additional documentation requirements by the Public Trustee's office. If a surplus bid is obtained in this process, that surplus is fully retained by the Association.
- Or –
- ☒ Westwind Management Group, Inc. is not authorized to sell any liens against homes in the community without prior written consent from the Board of Directors.

In the event that a lien purchase offer is made that does not cover all delinquent owner costs and other offers have not been made, Westwind Management Group, Inc., will contact the Board of Directors and attempt to solicit an approval for a less than full payment offer.

LEGAL REMEDIES

The legal remedies available to the Association to collect on an owner's delinquent account include:

1. Recording a notice of assessment lien against a delinquent owner's property, in addition to the Association's statutory lien;
2. Bringing an action at law for entry of a money judgment in favor of the Association and against a delinquent owner;
3. Bringing an action for appointment of receiver;
4. Bringing an action for foreclosure of the Association's lien against the property of the delinquent owner; and
5. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interest.

SPECIAL COLLECTION CIRCUMSTANCES

Westwind Management Group, Inc. diligently and aggressively works to collect the Association's maintenance, special assessments and other charges authorized by the Board of Directors.

In situations where a Delinquent Owner's check is not honored by the bank or is returned by the bank for any reason whatsoever, including insufficient funds, Management may charge a \$20 NSF processing fee per check to the owner. If an owner submits a payment by credit card and that payment is returned for any reason, the owner will be charged a \$20 returned payment administrative fee. In addition to the \$20 administrative fee, the owner may be charged an additional fee to cover costs to the Association by the 3rd Party Service Provider or a financial institution for a returned credit card payment. If two (2) or more of a Delinquent Owner's payments are returned unpaid by the bank or credit card company within any (fiscal) year, Management may require that all of said Delinquent Owner's future payments, for a period of one (1) year, be made by certified check or money order. Any returned payment shall cause an account to be considered past due.

PAYMENT PLANS

1. This section sets forth the circumstances under which an owner is entitled to enter into a payment plan with the Association, pursuant to C.R.S. §38-33.3-316.3. The Association shall make a good-faith effort to coordinate with an owner to set up a payment plan that meets the requirements of C.R.S. §38-33.3-316.3, unless the Association is not obligated to negotiate or enter into a payment plan with an owner.
2. The Association is obligated to negotiate, coordinate, and enter into a payment plan with an owner unless:
 - a. The owner has previously entered into a payment plan with the Association under this Policy; or
 - b. The owner does not occupy the property and has acquired the property as a result of:
 - i. A default of a security interest encumbering the property; or
 - ii. Foreclosure of the Association's lien.
3. If an owner is entitled to a payment plan, an owner may pay off the deficiency in equal installments over a period of at least six months. Said period shall begin at the Association's sole discretion.
4. An owner fails to comply with the terms of his or her payment plan if:
 - a. An owner fails to timely remit payment of an agreed-upon installment; or
 - b. An owner fails to remain current with regular assessments as they come due during the agreed-upon payment period.
 - c. A payment plan payment is returned due to a NSF.
5. If an owner fails to comply with the terms of his or her payment plan, the Association may pursue legal action against an owner without further notice to the owner.
6. For purposes of this section, "assessments" includes regular and special assessments and any associated fees, charges, late charges, attorney fees, fines, and interest charged pursuant to C.R.S. §38-33.3-315(2).

The Board has the discretion to waive late fees and may do so. If the Board decides to waive late charges or any costs of collection, the Board understands and agrees that Westwind Management Group, Inc. will be fully compensated by the Association for their costs of collection.

APPLICATION OF DELINQUENT PAYMENTS RECEIVED

Often during the course of collecting delinquent funds, partial payments are made. The question of how these partial payments should be applied sometimes arises. Partial payments should be applied to the most difficult to collect and oldest costs and charges.

The following is the Association's priority schedule for applying partial payments:

1. Westwind Management collection costs. When these charges are paid in full, then –
2. Legal fees and court costs. When these charges are paid in full, then –
3. Association approved fines, penalties and charges for repair or replacement due to failure to comply with Association's governing documents. When these charges are paid in full, then –
4. Association late charges and interest. When these charges are paid in full, then –
5. The oldest and longest outstanding Association maintenance fees or assessments working forward to the current maintenance fees or assessments outstanding.

If an individual's check specifically designates a payment of a particular monthly maintenance fee or if a payment coupon for a particular month is enclosed with a check, the check will be applied as requested. If no check designation is made, the funds will be applied as indicated in items 1 – 5.

TERMINATION SETTLEMENT

The Association recognizes that Westwind Management Group, Inc. invests a significant amount of time and money administering the collection of delinquent Association funds from delinquent clients. The Association also recognizes that association management companies in the Denver Metro Area consistently charge their clients (their Associations) as delinquency processes are completed instead of as the delinquent funds are collected back from delinquent clients. Westwind's delinquency policy saves the Association a very substantial amount of costs in the collection of delinquent fees.

In the event that the management agreement between the Association and Westwind Management Group, Inc. is terminated by either party with or without cause, the Association agrees to reimburse Westwind Management Group, Inc., 75% of any and all outstanding and uncollected collection fees and costs accrued as of the date of termination. Both the Association and Westwind Management Group, Inc., recognize that without reimbursing these accrued Management fees and costs, the Association would be unjustly enriched. Both the Association and Westwind Management Group, Inc. understand and agree that a 75% reimbursement of these fees and costs is a generous discount of those fees and costs and a reasonable settlement for the uncollected fees and costs due and payable to Westwind Management Group, Inc.

Approved this 26th day of August, 2015, by the Association's Board of Directors effective October 1, 2015.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION**

Pursuant to the provisions of the Association's Declaration, Articles of Incorporation, Bylaws and Colorado Law, which allow for this action by the Board of Directors of the Association, the following Resolution was adopted by the majority of the Board of Directors.

BE IT RESOLVED, Colorado Golf Club Homeowners Association (the "Association"), approves the Westwind Management Group, Inc. "Amended Association Delinquency Policy", effective October 1, 2015, as an amendment to the Community Association Management Agreement between Westwind Management Group, Inc. and the Association.

DATE APPROVED: 8/26/2015

COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS
by its President



President

**COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
RESPONSIBLE GOVERNANCE POLICY
AMENDED POLICY REGARDING ENFORCEMENT OF COVENANTS AND RULES,
INCLUDING NOTICE AND HEARING PROCEDURES
AND THE SCHEDULE OF FINES**

Significant modifications to the Colorado Common Interest Ownership Act (aka "CCIOA") became effective; therefore, the Association desires to amend some of its current adopted policies and procedures. The Association amends the Policy Regarding Enforcement of Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines to read as follows:

The Colorado Golf Club Homeowners Association Board of Directors adopts the following enforcement policy for any and all violations or noncompliance of the Association's Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and policies and procedures (collectively the "Governing Documents") ***only for items that have not been previously addressed in a policy, procedure or governing document.***

- All enforcement actions will be consistent and not arbitrary or capricious.
- We consider all existing and written enforcement policies to be consistent and not arbitrary or capricious. We will follow those policies unless and until we determine that they violate current law(s), or Community operations mandate a change.
- In the event that we have an enforcement policy that violates current law or in the event that we have a violation that we have not previously addressed with a written policy, we will adhere to the following enforcement policy:

Covenant and Rules Enforcement in the Event No Written Policy/Procedure(s) Currently Exist

1. Any Owner or resident of the Community may file a written complaint or petition with the Community's management company. The complaint will set forth the reason for the complaint or petition, including dates, times, locations, names and addresses, as well as any additional details known by the person making the complaint. Any complaints arising from a site inspection, Board Member of the Community or agent of the Community shall not require the filing of a written complaint.
2. The management company may respond to any complaint or petition, as it deems appropriate. If the allegations in the complaint are sufficient to constitute a violation and if action is warranted, the Association shall send a warning letter to the person(s) alleged to have violated the Governing Documents. Copies of all complaints and/or petitions will be provided to the Board of Directors, as requested.
3. Continued violations, of the same rule by the same person(s) to whom notice and an opportunity for hearing have been previously afforded, may require a hearing (if requested by the Owner/violator) to consider subsequent fine or fines or referral to the Association's attorney. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing in writing within 14 days of the date of the notice of alleged violation stating the reason for non-compliance and/or a request for a hearing. The request for a hearing by an Owner shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the 14 day period, the Board shall assume that the Owner has chosen not to request a hearing. The Board will determine if there were a violation based upon the information available to it, and if so, assess a reasonable fine (as set forth in the adopted fine schedule) after a hearing is conducted. The Owner will be notified of the date, time and place of the hearing. All hearings are conducted before a quorum of the Board of Directors or an established Committee of impartial decision makers.
4. Notice will be mailed to the Owner and/or tenant(s) of the home who have an interest in the hearing.
5. Each hearing will be held in a normal meeting place of the Board of Directors (or established Committee) at the scheduled time, place, and date, before the Board (or established Committee) acting as an impartial decision maker. If the Board, or a member of the Board, cannot operate

as the impartial decision maker, they have the ability to appoint disinterested individuals to act as the impartial decision maker(s). Such hearing will be open to all persons. Hearings will not take place during a meeting of the members. Procedures for the hearing will be explained and a summary of any notices or other relevant documents will be presented. Both the Community (through the managing agent, director or committee member) and the violating parties will have a reasonable amount of time (at the discretion of the Board or established Committee) to present their findings and concerns. The Board of Directors (or established Committee) will ask questions of interested parties, as appropriate. If additional time is needed, the Board/Committee will allow additional time with a majority vote of the attending Board/Committee quorum. Hearings will not be recorded either via audio or video devices.

6. The Board of Directors (or established Committee) may make a decision at the hearing and either render or recommend a decision in the open Board meeting. A decision will be made within 14 days after the hearing. Decisions will be approved by a simple majority vote of the attending Board quorum. All parties named on the complaint or petition will be informed of the decision in writing.

General

1. Any actions which, in the opinion of the Board of Directors or the Association's Insurance Agent, adversely affect or compromise the Association's insurance coverage, policy or premiums, will be considered a violation of the Association's Governing Documents.
2. Failure to notify or enforce any provision of the Governing Documents will not be deemed a waiver of the Association's ability to enforce any provision of the Governing Documents at a later time.
3. All of the Association's Governing Documents will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.
4. Any non-compliance with the Governing Documents by any Owner, tenant, guest, family member, or invitee or licensee of an Owner, will be the responsibility of the Owner.

Fines

The following fine schedule will take precedence:

1. For all violations (other than the immediate towing of violating vehicles), the first violation of Governing Documents will cause an initial warning letter be sent explaining the nature of the violation. The fine for a second offense of the same nature will be \$50.00. The fine for a third offense of the same nature will be \$100.00. Subsequent fines for similar offenses will increase by no more than \$100 above the amount of the previous fine per subsequent offense, unless in its sole discretion, a greater amount is deemed appropriate by the Board or as stated in the Association's Governing Documents. Fines assessed against the Owner will become assessments collectable against the property pursuant to the Declarations and Colorado Law and will be collected in the customary manner and pursuant to the business practices of the Association.
2. In all instances, the imposition of an amount less than the maximum possible fine will not preclude the Board from imposing the maximum fine allowable under this section for subsequent offenses.
3. Any non-compliance with the Governing Documents by any Owner, tenant, guest, family member, or invitee or licensee of an Owner, will be the responsibility of the Owner.

A member who accumulates more than 3 violations within a 6 month period will be deemed to be a habitual offender. For habitual offenders, the Board may impose additional fines or accelerate established fine schedules as determined by the Board without regard to the schedule set forth above or may be immediately turned over to the Association's attorney for appropriate legal action.

Upon sole determination by the Board that there has been a willful, wanton or flagrant disregard for the provision of the Governing Documents, or based upon the severity of the violation, the Board

may impose such additional fines as determined to be reasonable by the Board without regard to the schedule set forth above.

Notwithstanding anything in this policy to the contrary, the Association shall have the right, at any time and without proceeding through the steps outlined herein and without regard to the fine schedule, to bring an action at law to compel compliance with the terms of the Association's Governing Documents. Nothing in this paragraph constitutes an election of remedies nor precludes the Board from levying fines as set forth above while at the same time seeking injunctive relief for violations of a continuing nature or violations that affect the health, safety, or welfare of the residents or the property. The prevailing party to any action shall be entitled to recover its costs, expenses and reasonable attorneys' fees.

In the event that a Court of competent jurisdiction finds a provision of this Policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

RESOLUTION OF THE BOARD OF DIRECTORS OF COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

Pursuant to the requirements of CCIOA, the Board of Directors for Colorado Golf Club Homeowners Association (the "Association"), hereby adopts the foregoing amended policy. This amended policy supersedes all previous enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines policies dated prior to this policy and are subject to change after Board approval.

BE IT RESOLVED, that the Association approves the "Amended Policy Regarding Enforcement of Covenants and Rules, Including Notice and Hearing Procedures and the Schedule of Fines", effective Feb. 27, 2018.

DATE APPROVED: 2-27-18

COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS by
its President


President

**RESOLUTION
OF THE
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

- SUBJECT:** Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.
- PURPOSE:** To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** November 1, 2010
- RESOLUTION:** The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:
1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to insure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
 2. Drafting Procedure. The Board shall consider the following in drafting the Policy:
 - (a) whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
 - (b) the need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and

(c) the immediate and long-term impact and implications of the Policy.

3. Notice and Comment. The adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity in compliance with Colorado law.

4. Emergency. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.

5. Adoption Procedure. After the period for Owner comment expires, the Board may adopt any Policy. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined by the sole discretion of the Board, including but not limited to posting on the Association's website.

6. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

10. Amendment. This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors held on November 1, 2010 and in witness thereof, the undersigned has subscribed his/her name.

**COLORADO GOLF CLUB
HOMEOWNERS ASSOCIATION,**
a Colorado nonprofit corporation,

By: _____



Its: President

**RESOLUTION
OF THE
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)**

SUBJECT: Adoption of a procedure regarding alternative dispute resolution.

PURPOSE: To adopt a standard procedure to be followed for alternative dispute resolution.

AUTHORITY: The Declaration, Articles and Bylaws of the Association and Colorado law.

**EFFECTIVE
DATE:** November 1, 2010

RESOLUTION: The Association hereby adopts the following Policy:

In the event of any dispute involving the Association and an Owner, except for and specifically excluding covenant/rule violations where there is no immediate deadline, collection matters, foreclosure matters, and neighbor to neighbor disputes the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

**PRESIDENT'S
CERTIFICATION:** The undersigned, being the President of the Colorado Golf Club Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on November 1, 2010 and in witness thereof, the undersigned has subscribed his/her name.

**Colorado Golf Club Homeowners
Association,**
a Colorado non-profit corporation,

By: 
President

**RESOLUTION
OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
ADOPTING POLICIES AND PROCEDURES
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

SUBJECT: Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

PURPOSE: To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: DECEMBER 17, 2014

RESOLUTION: The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.
2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
3. Definition.
 - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.
 - (b) "Director" means a member of the Association's Board of Directors.
 - (c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the

Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

4. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

5. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion and may vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting (if any), the composition of the quorum and record who voted for and against.

6. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

- (a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;
- (b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
- (c) The conflicting interest transaction is fair to the Association.

7. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- (b) No contributions will be made to any political parties or political candidates by the Association.
- (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

8. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

9. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

10. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

11. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on DECEMBER 17, 2014 and in witness thereof, the undersigned has subscribed his/her name.

**COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION,**
a Colorado nonprofit corporation



President

**RESOLUTION
OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS**

SUBJECT: Adoption of a policy and procedures for conducting Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: DECEMBER 17, 2014

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Notice.**

(1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted within the community prior to each such meeting, or as may otherwise be required by Colorado law.

(2) The Association shall also post notice on its website (if any) of all Owner meetings. Such notice shall be posted prior to such meeting.

(b) **Conduct.**

(1) All Owner meetings shall be governed by the following rules of conduct and order:

(A) The President of the Association or designee shall chair all Owner meetings.

(B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).

- (C) Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
- (D) Anyone wishing to speak must first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person who speaks shall first state his or her name and property address.
- (G) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- (H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- (J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
- (K) All actions and/or decisions will require a first and second motion.
- (L) Once a vote has been taken, there will be no further discussion regarding that topic.
- (M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the association.
- (N) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
- (O) The Chair may establish such additional rules of order as may be necessary from time to time.

(c) **Voting.** All votes taken at Owner meetings shall be taken as follows:

- (1) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the

Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

(2) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

(4) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

(1) All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (A) Validity of the signature
- (B) Signatory's authority to sign for the property Owner
- (C) Authority of the property Owner to vote
- (D) Conflicting proxies
- (E) Expiration of the proxy

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Conduct.**

(1) All Board meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association, or designee, shall chair all Board meetings.
- (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and property address.
- (C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
- (D) Anyone desiring to speak shall first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person speaking shall first state his or her name and property address.
- (G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.
- (H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- (J) Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair but shall be uniform for all persons addressing the meeting.
- (K) No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.
- (L) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the Directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

(1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

(2) Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) **Board Action without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors.

(d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:

(1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;

(2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(3) Investigative proceedings concerning possible or actual criminal misconduct;

(4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(5) Review of or discussion relating to any written or oral communication from legal counsel; and

- (6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.

No rule or regulation shall be adopted during a closed session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on DECEMBER 17, 2014 and in witness thereof, the undersigned has subscribed his/her name.

**COLORADO GOLF CLUB
HOMEOWNERS ASSOCIATION,**
a Colorado nonprofit corporation


President

**RESOLUTION
OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF
ASSOCIATION RECORDS**

SUBJECT: Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: DECEMBER 17, 2014

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
 - (a) Records of receipts and expenditures affecting the operation and administration of the Association;
 - (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
 - (c) Minutes of all meetings of Owners;
 - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
 - (e) Records of actions taken by the Owners without a meeting;
 - (f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;

- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
 - (1) The declaration;
 - (2) The bylaws;
 - (3) The articles of incorporation;
 - (4) Any rules and regulations and/or design guidelines; and
 - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by property type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;

- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Resolutions adopted by the Board;
- (x) All written communications sent to all Owners generally within the past three years; and
- (y) A record showing the date on which the Association's fiscal year begins.

2 Exclusions. The Association **may** withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board;
- (e) Individual property files other than those of the requesting Owners; and

The Association **shall**, as required by law, withhold from inspection and copying the following records as provided by Colorado law:

- (f) Personnel, salary or medical records relating to Individuals; and
- (g) Personal identification and account information of Owners, including bank account information, driver's license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner's or residents' email address or phone number after the receipt of such

revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association's receipt of such revocation.

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:
 - (a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request; or
 - (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
 - (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
 - (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
 - (b) For any commercial purpose; or
 - (c) Sold to or purchased by any person.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the

deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on DECEMBER 17, 2014 and in witness thereof, the undersigned has subscribed his/her name.

**COLORADO GOLF CLUB
HOMEOWNERS ASSOCIATION,**
a Colorado nonprofit corporation


President

**RESOLUTION
OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
REGARDING INVESTMENT OF RESERVE POLICY**

SUBJECT: Adoption of an Investment Policy for reserves of the Association.

PURPOSES: To adopt a policy for the investment of reserve funds.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE
DATE:** DECEMBER 17, 2014

RESOLUTION: The Association hereby adopts a Policy as follows:

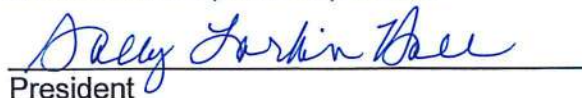
1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:
 - (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
 - (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
 - (c) Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
 - (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
 - (e) Return. Funds should be invested to seek a reasonable rate of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.
5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a ladder investment approach.
6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on DECEMBER 17, 2014 and in witness thereof, the undersigned has subscribed his/her name.

**COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION,**

a Colorado nonprofit corporation


President

The “Lake” at Betts Lake Policies and Procedures

Authorized Use

1. Recreational use of the Lake is limited to members of Colorado Golf Club, property owners within Colorado Golf Club, guests of both members and property owners, and permittees authorized under a District-issued use permit.
 - a. Guests must be accompanied by a member or property owner at all times.
2. Recreational use of the Lake is also extended to full-time, year-round employees of Colorado Golf Club.

Hours of Access

1. Any and all activities are limited from dawn to dusk, year-round.
2. No activities permitted when lake is frozen.

Designated Area for Recreational Activities, Parking and Lake Access

1. Land-use recreational activities are limited to those designated areas which are not adjacent to private property, per the Lake Access Map. (See Lake Access Map)
2. Private property shall be visibly marked as “Private Property” and clearly noted “No Lake Access Beyond This Point”. (See Approved Lake Signage Policy)
3. Parking for Lake access is limited to the designated area located at the end of the cul-de-sac on Eagle Moon Way, as shown on the Lake Access Map and visibly marked. (See Lake Access Map and Approved Lake Signage Policy)

Authorized Recreational Activities

1. Use of non-motorized water craft is authorized. All water craft must be carried down to the Lake from the designated parking area and launched at the water bank. Water craft may not be towed to the water bank by a vehicle.
 - a. All water craft must be removed from the water and Lake area when not in use. Unattended water craft is not permitted at any time.
2. All fishing is catch-and-release only.
3. Use of the Lake shall be at the individual’s own risk.

Restrictions

1. Trespassers are subject to citation, per Title 18 Article 4 Parts 502-504 of the Colorado Revised Statutes. Trespassing is considered a Class 1 Petty Offense which carries a possible penalty of 6 months in jail, up to a \$500.00 fine or both. Appropriate signage shall be in place, per the Approved Lake Signage Policy. (See Approved Lake Signage Policy)
2. No alcoholic beverages, no smoking, no fires, no glass containers, and no camping allowed.
3. All debris must be removed from the premises and properly disposed of, including fishing lines, hooks, paper, containers, etc.
4. Pets are not permitted in the Lake.

Enforcement

1. Enforcement of the above policies and procedures will be handled by the Reata South Metropolitan District Security Department.
2. Security personnel may call upon the Douglas County Police Department to assist in enforcement, when necessary.

Order: 85GD3RHFD

Address: 8617 Preservation Trl

Order Date: 10-25-2021

Document not for resale

HomeWiseDocs



Insurance Policy Listing
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Ban insurance Inc. 7505 Village Sq Dr. Ste 203 Castle Pines North CO 80108		CONTACT NAME: Kirbi Spanbauer PHONE (A/C, No, Ext): 303-218-0134 FAX (A/C, No): 303-814-3637 E-MAIL ADDRESS: kirbi.andersonban@gmail.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United State Liability Insurance Company	
		INSURER B: Travelers Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	04/27/21	04/27/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			TBD	04/27/21	04/27/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	DIRECTORS & OFFICERS FIDELITY			TBD 106299556	04/27/21 04/27/21	04/27/22 04/27/22	Limit - \$1,000,000 Limit - \$500,000 DED - \$1,000 DED - \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS IS A MASTER ASSOCIATION POLICY COVERING GENERAL LIABILITY FOR THE ASSOCIATION'S COMMON AREAS AND DOES NOT COVER INDIVIDUAL RESIDENCES, LOTS OR ANY IMPROVEMENTS THEREON. THIS CERTIFICATE IS A BRIEF OVERVIEW OF PROTECTION. IT DOES NOT TAKE THE PLACE OF THE ACTUAL INSURANCE POLICY. COVERAGE IS SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE INSURANCE POLICY. PLEASE SEE THE INSURANCE POLICY FOR COMPLETE DETAILS. THE DIRECTORS & OFFICERS POLICY ALSO COVERS WESTWIND MANAGEMENT GROUP LLC. WESTWIND MANAGEMENT GROUP LLC IS ALSO COVERED TO THE FULL CRIME/FIDELITY LIMIT.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kirbi Spanbauer

Operating Agreements
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

OPERATING AGREEMENTS

**THERE ARE NO OPERATING AGREEMENTS
FOR THIS COMMUNITY THAT WE ARE
AWARE OF AT THIS TIME.**

Other Documents
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

The "Lake" at Betts Lake Lake Access Map



Designated Parking-vehicles must park on the northern end of the cul-de-sac, where there are no homes/homesites



Designated Lake Access Point-no motorized vehicles allowed



All Lake activities must be contained in this designated area (shown on map between the 2 green stars). Property outside of this designated area is Private Property

Address: 8617 Preservation Trl

Order Date: 10-25-2021

Document not for resale

HomeWiseDocs



Party Wall Agreements
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

PARTY WALL AGREEMENTS

**THERE IS NOT A PARTY WALL/PARTY WALL
AGREEMENT THAT AFFECTS THIS
COMMUNITY.**

Regular Meeting Minutes
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

BOARD MEETING MINUTES

May 18th, 2021 at 3:00 pm

+1 720-441-6942 United States, Denver

Phone Conference ID: 686 656 01#

ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

Gene West, President

Chuck Reeves, Vice President

Amy Meyers, Secretary

Adriana Burke, Westwind Management Group, Inc.

- I. **CALL TO ORDER**- The meeting was called to order at 3:07 PM.
- II. **DISCLOSURE OF ANY CONFLICT OF INTEREST** – There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.
- III. **HOMEOWNERS/HEARINGS/REQUEST/GENERAL CORRESPONDENCE**- There were several owners in attendance to discuss various topics of the Association.
- IV. **BOARD MEETING MINUTES**
 - A. February 2021- The Board reviewed the February 16th, 2021 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the minutes as submitted.
- V. **FINANCIAL REVIEW**
 - A. January 2021 – The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - B. February 2021 – The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - C. March 2021 – The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - D. April 2021 – The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
- VI. **HEARINGS**
 - A. None
- VII. **ACTIONS OUTSIDE A MEETING**
 - A. Approved the Association's insurance renewal with Anderson Ban in the amount of \$3,365.00.
- VIII. **UNFINISHED BUSINESS**
 - A. CCR's update/changes – 1st draft has been received by the Association's attorney. The Board will continue to work through this process until finalized.
 - B. 811 Locates – The Board discussed the proposals received. On a motion duly made, seconded, and unanimously carried, the Board approved to contract Utilo LLC as the 3rd party monitor.

Order: 85GD3RHFD

Address: 8617 Preservation Trl

Order Date: 10-25-2021

Document not for resale

HomeWiseDocs

C. DRC Guidelines –On a motion duly made, seconded and unanimously carried, the Board tabled until DEC's have been amended.

IX. NEW BUSINESS

A. Meetings – Board will be monitoring requirements to determine if Board meetings in the future will be held via Microsoft Teams or in person.

B. Pets – Please ensure that owners and their guests are complying with the Association's Policy. If needed please contact animal control for additional assistance

X. EXECUTIVE SESSION- The Board entered executive session at 3:49 p.m. to review delinquencies and other legal matters.

XI. ADJOURN- There being no further business, a motion was made, seconded, and unanimously carried to adjourn the meeting at 4:01 p.m.

Signature/Title

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

BOARD MEETING MINUTES

February 16, 2021 at 3:30 pm

+1 720-441-6942 United States, Denver

Phone Conference ID: 685 209 277#

ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

Gene West, President

Chuck Reeves, Vice President

Amy Meyers, Secretary

Adriana Burke, Westwind Management Group, Inc.

- I. CALL TO ORDER-** The meeting was to order at 3:34 PM.
- II. DISCLOSURE OF ANY CONFLICT OF INTEREST –** There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.
- III. HOMEOWNERS/HEARINGS/REQUEST/GENERAL CORRESPONDENCE-** There were several owners in attendance to discuss various topics of the Association.
- IV. BOARD MEETING MINUTES**
 - A.** November 17, 2020- The Board reviewed the November 17, 2020 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the minutes as submitted.
- V. FINANCIAL REVIEW**
 - A.** August 2020- The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - B.** September 2020- The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - C.** October 2020- The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - D.** November 2020- The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
 - E.** December 2020- The Board reviewed the financials. On a motion duly made, seconded, and unanimously carried, the Board accepted the financials as presented.
- VI. ACTIONS OUTSIDE OF A MEETING**
 - A.** None
- VII. HEARINGS**
 - A.** Account 53791- The Board reviewed compliance. On a motion duly made, seconded, and unanimously carried, the Board will work with the owners to remove the dead tree on the lot.
 - B.** Account 63525- The Board reviewed compliance. On a motion duly made, seconded, and unanimously carried, the Board will work with the owners to remove the dead tree on the lot.

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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VIII. UNFINISHED BUSINESS

- A.** CCR's update/changes- Altitude Law is drafting an update and will have to the Board beginning of March 2021. Once a draft is received the Board will review in effort to move forward. The Board hopes to be able to vote on this matter during the May meeting.
- B.** Enforcement Policy- The Board reviewed the drafted tree policy drafted by Altitude Law. On a motion duly made, seconded, and unanimously carried, the Board approved the new tree policy. The policy will go into effect April 1, 2021 and mailed to all owners.

IX. NEW BUSINESS

- A.** 811 Locates- The Board reviewed the new 811 requirements. The Board reviewed compliance. On a motion duly made, seconded, and unanimously carried, the Board requested a legal opinion from Altitude Law to determine liability if the Associations can opt out.
- B.** DRC guidelines- The Board discussed the need to update the DRC guidelines. The Board will review the guidelines. On a motion duly made, seconded, and unanimously carried, the Board tabled for further discussion.

- X. EXECUTIVE SESSION-** The Board entered executive session at 4:24 p.m. to review delinquencies and other legal matters.

- XI. ADJOURN-** There being no further business, a motion was made, seconded, and unanimously carried to adjourn the meeting at 4:41 p.m.

Signature/Title

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

MINUTES

November 17, 2020 at 2:30 pm
Join Microsoft Teams Meeting
+1 720-441-6942 United States, Denver
Phone Conference ID: 135 869 173#

ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

Board members in attendance:

Gene West, President
Chuck Reeves, Vice President
Amy Meyers, Secretary

Also present:

Adriana Burke, Westwind Management Group, Inc.

- I. CALL TO ORDER** – The meeting was to order at 2:37 PM.
- II. DISCLOSURE OF ANY CONFLICT OF INTEREST**- There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.
- III. HOMEOWNERS/HEARINGS/REQUEST/GENERAL CORRESPONDENCE**- There were several owners in attendance to discuss various topics of the Association.
- IV. BOARD MEETING MINUTES**
 - A.** August 20, 2020- The Board reviewed the August 20, 2020 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the August 2020 Board Meeting Minutes as submitted; Chuck Reeves abstained.
- V. FINANCIAL REVIEW**
 - A.** August-October 2020 Financials- The Board reviewed the August- October 2020 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to table the financials for further review.
- VI. ACTIONS OUTSIDE OF A MEETING**
 - A.** 2021 Budget approval- The Board reviewed the draft budget. On a motion duly made, seconded, and unanimously carried, the 2021 Budget was approved with no increase.
- VII. HEARINGS**
 - A.** Account 66285- Homeowner was present for hearing. After discussion, the Board will work with owner to complete.
 - B.** Account 72160- Homeowner has cured the violation. On a motion duly made, seconded, and unanimously carried, the Board requested the violation closed

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

- C. Account 22129- Homeowner was not present for the hearing. The compliance has not been cured. On a motion duly made, seconded, and unanimously carried, the Board assessed a fine.

VIII. UNFINISHED BUSINESS

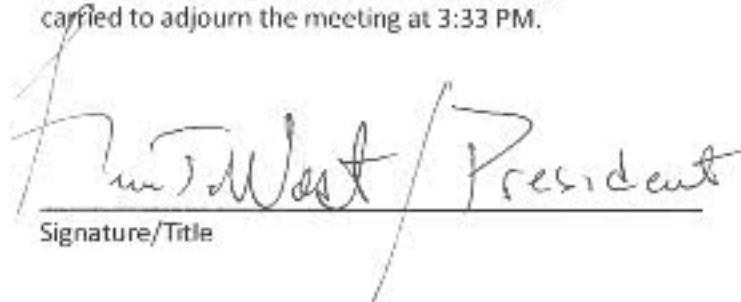
- A. CCR's update/changes- The Board provided an update on the CCR's. On a motion duly made, seconded, and unanimously carried, the Board tabled until 2021.
- B. DRC Committee Owner Representative- The Board sent out an email blast earlier in the year calling for candidates interested in becoming a homeowner Design Review Committee member. Several owners submitted their interest and interviews were held. On a motion duly made, seconded, and unanimously carried, the Board appointed Roger Oxford as the new DRC homeowner member.

IX. NEW BUSINESS

- A. Enforcement Policy- The Board discuss the need to update the compliance policy to ensure the upkeep of the property and the need for a new tree policy to be adopted. The Board will work with Altitude Law to ensure the upkeep of the community.

- X. **EXECUTIVE SESSION-** The Board entered executive session at 3:11 p.m. to review delinquencies and other legal matters.

- XI. **ADJOURN-** There being no further business, a motion was made, seconded, and unanimously carried to adjourn the meeting at 3:33 PM.

A handwritten signature in black ink, appearing to read 'Tim West', is written over a horizontal line. To the right of the signature, the word 'President' is written in a similar cursive style. Below the line, the text 'Signature/Title' is printed.

Signature/Title

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
BOARD MEETING MINUTES
August 20, 2020
3:30 p.m. Via Microsoft Teams

I. ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

The following individuals attended the meeting:

Gene West, President

Chuck Reeves, Vice President- Absent

Amy Meyers, Secretary/Treasurer

Adriana Burke, Westwind Management Group, Inc.

II. CALL TO ORDER – The meeting was to order at 3:31 p.m.

III. PRESIDENT’S WELCOME & COMMENTS

IV. DISCLOSURE OF ANY CONFLICT OF INTEREST – There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.

V. HOMEOWNERS / HEARINGS/ GENERAL CORRESPONDENCE - None

VI. BOARD MEETING MINUTES

A. **May 2020 Board Meeting Minutes** – The Board reviewed the May 2020 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the May 2020 Board Meeting Minutes as submitted.

VII. FINANCIAL REVIEW

- A. **April 2020 Preliminary Financial Statements** – The Board reviewed the April 2020 Preliminary Financials with the Board and tabled for further discussion online.
- B. **July 2020 Preliminary Financial Statements** - The Board reviewed the July 2020 Preliminary Financials with the Board and tabled for further discussion online.

VIII. ACTIONS OUTSIDE OF THE MEETING-

A. **No Actions were taken outside of the meeting.**

IX. UNFINISHED BUSINESS –

- A. **CCR’s Update and changes-** No updates however a few administrative items that need to be revised. A major change discussed would be LOC requirements.
- B. **DRC Committee Owner Representative** – In progress and hope to have a member appointed by the September DRC meeting.

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

X. NEW BUSINESS –

- A. **Holiday Lights** – The Board questioned the wreath and would like to know if it will be the same size as logo on both entrances, as well as where the Garland will go. Approval from the Board is pending the answers to the Boards questions.
- B. **Audit/Review Engagement Letter**- The Board reviewed and requested this be tabled until the next meeting.
- C. **2021 Budget** – The Board reviewed the budget. Throughout the next few months a draft will be provided to the Board in an effort to have a final by the end of October and be able to host the annual and budget ratification in November.
- D. **Trees**- Reata sprays all f the trees for beetles. Owners are responsible for removing dead trees. The Association will be enforcing the dead trees in the property and will follow the compliance policy. The Board will post a list of Vendors that owners can use to remove the dead trees as an informative tool.
- E. **Shredding**-The Board discussed and requested that the manager obtain a couple more proposals for shredding to include shredding and old electronic devices to benefit a charity and have them come on site.
- F. **Signs**- The Board discussed new signs and feedback included “new chapter, new look”. New sigs will give everyone an opportunity to freshen up. The new signs will have an installation option.

XI. EXECUTIVE SESSION – The Board entered executive session at 4:19 p.m. to review delinquencies and other legal matters.

XII. ADJOURN – There being no further business, a motion was made, seconded, and unanimously carried to adjourn the meeting at 4:28 p.m.

Signature/Title

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
BOARD MEETING MINUTES
May 19, 2020
3:30 p.m. – Clubhouse

I. ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

The following individuals attended the meeting:

Gene West, President

Chuck Reeves, Vice President

Amy Meyers, Secretary/Treasurer

Adriana Burke, Westwind Management Group, Inc.

II. CALL TO ORDER - Amy called the meeting to order at 3:36 p.m.

III. PRESIDENT'S WELCOME & COMMENTS

IV. DISCLOSURE OF ANY CONFLICT OF INTEREST – There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.

V. HOMEOWNERS / HEARINGS/ GENERAL CORRESPONDENCE - None

VI. BOARD MEETING MINUTES

A. **February 18, 2020 Minutes** – The Board reviewed the February 18, 2020 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the minutes as presented.

VII. FINANCIAL REVIEW

A. **January 2020 Preliminary Financial Statements** – The Board reviewed the January 2020 Preliminary Financials with the Board. On a motion duly made, seconded, and unanimously carried, the Board approved the January 2020 Preliminary Financial Statement.

B. **March 2020 Preliminary Financial Statements** - The Board reviewed the March 2020 Preliminary Financials with the Board. On a motion duly made, seconded, and unanimously carried, the Board approved the March 2020 Preliminary Financial Statement.

VIII. ACTIONS OUTSIDE OF THE MEETING-

A. **No Actions were taken outside of the meeting.**

IX. UNFINISHED BUSINESS – There was no unfinished business to address.

X. NEW BUSINESS –

A. **CCR's** – The Board reviewed and determined they will not be making changes to the Village CCR's. Within a year verbiage will be updates and will meet the needs of the association.

B. **DRC homeowner rep** – Interviews will take place with a few homeowners to find the right fit. Once the meeting is no longer being held virtually, a decision will be made.

- XI. EXECUTIVE SESSION** – The Board entered executive session at 4:22 p.m. to review delinquencies and other legal matters.
- XII. ADJOURN** – There being no further business, a motion was made, seconded, and unanimously carried to adjourn the meeting at 4:23 p.m.

Signature/Title

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
BOARD MEETING MINUTES
February 18, 2020
3:30 p.m. – Clubhouse

I. ESTABLISH A QUORUM (2 of the 3 Board Members are needed):

The following individuals attended the meeting:

Gene West, President

Chuck Reeves, Vice President- ABSENT

Amy Meyers, Secretary/Treasurer

Adriana Burke, Westwind Management Group, Inc.

II. CALL TO ORDER - Amy called the meeting to order at 3:36 p.m.

III. PRESIDENT'S WELCOME & COMMENTS

IV. DISCLOSURE OF ANY CONFLICT OF INTEREST – There was no conflict of interest disclosed and the board members confirmed their ability to act as impartial decision makers regarding the business on the agenda.

V. HOMEOWNERS / HEARINGS/ GENERAL CORRESPONDENCE - None

VI. BOARD MEETING MINUTES

A. **August 27, 2019 Board Meeting Minutes** – The Board reviewed the August 27, 2019 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the August 27, 2019 Board Meeting Minutes, as presented.

B. **December 9, 2019 Board Meeting Minutes** – The Board reviewed the December 9, 2019 Board Meeting Minutes. On a motion duly made, seconded, and unanimously carried, it was resolved to approve the December 9, 2019 Board Meeting Minutes, as presented

VII. FINANCIAL REVIEW

A. **August 2019 Preliminary Financial Statements** – The Board reviewed the August 2019 Preliminary Financials with the Board. On a motion duly made, seconded and unanimously carried, the Board approved the August 2019 Preliminary Financial Statement.

B. **September 2019 Preliminary Financial Statements** - The Board reviewed the September 2019 Preliminary Financials with the Board. On a motion duly made, seconded and unanimously carried, the Board approved the September 2019 Preliminary Financial Statement.

C. **October 2019 Preliminary Financial Statements** - The Board reviewed the October 2019 Preliminary Financials with the Board. On a motion duly made, seconded and unanimously carried, the Board approved the October 2019 Preliminary Financial Statement.

D. **November 2019 Preliminary Financial Statements** - The Board reviewed the November 2019 Preliminary Financials with the Board. On a motion duly made, seconded and unanimously carried, the Board approved the November 2019 Preliminary Financial Statement.

E. **December 2019 Preliminary Financial Statements** - The Board reviewed the December 2019 Preliminary Financials with the Board. On a motion duly made, seconded and unanimously

carried, the Board approved the December 2019 Preliminary Financial Statement

VIII. ACTIONS OUTSIDE OF THE MEETING-

1. Approval of the 2020 Budget November 27, 2019- On a motion duly made, seconded and unanimously carried, the Board approved the 2020 Budget.

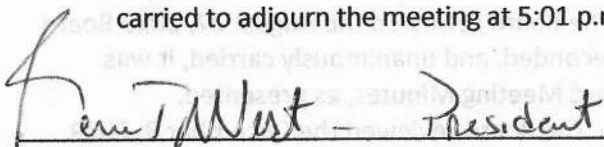
IX. UNFINISHED BUSINESS – There was no unfinished business to address.

X. NEW BUSINESS –

- A. DRC Committee Owner Representative –** A homeowner representative will be assigned to the committee. It was also determined that a blast email should be sent to the membership, informing the association of the available role. Any interested parties should contact Westwind Management to be considered by the Board of Directors. The position would begin in March.
- B. Board Alignment –** The Board assigned positions as follows: Gene West as President, Chuck Reeves as Vice President and Amy Meyers as Secretary.
- C. CCR's updates/changes –** The CCR's have been reviewed and several items have been identified. At this time the Board will continue to discuss to see what is in the best interest of the association. Further discussions will be held until concrete changes are determined.
- D. Association Noise Concerns-** Noise concerns in particular dog barking should be reported to Douglas County or Animal control to determine if the barking or behavior is a nuisance

XI. EXECUTIVE SESSION – The Board entered into executive session at 4:54 p.m. to review delinquencies and other legal matters.

XII. ADJOURN – There being no further business, a motion was made, seconded and unanimously carried to adjourn the meeting at 5:01 p.m.


Signature/Title

Reserve Study
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Rules and Regulations
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

RULES & REGULATIONS

**THERE ARE NO RULES & REGULATIONS
OTHER THAN THE COVENANTS,
CONDITIONS AND RESTRICTIONS LISTED IN
THE DECLARATION OF CCRS.**

Special Assessments
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

SPECIAL ASSESSMENTS

**THERE ARE NO SPECIAL ASSESSMENTS FOR
THIS COMMUNITY AT THIS TIME.**

Special Meeting Minutes
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

SPECIAL MEETINGS

**THERE ARE NO SPECIAL MEETING MINUTES
FOR THIS COMMUNITY AT THIS TIME.**

Unit Assessments
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

2021 List of Unit Type and Assessment Amount

170 Custom Single Family Homes
Assessed \$355.00 annually for constructed homes
and \$163.00 annually for vacant lots

W-9

Colorado Golf Club Homeowners Association

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Colorado Golf Club Homeowners Association, Inc.

2 Business name/disregarded entity name, if different from above

C/O Westwind Management Group, Inc.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

27 Inverness Drive East

6 City, state, and ZIP code

Englewood, CO 80112

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 4 3 4 6 3 9 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Colorado Golf Club

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Order: 85G
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Cat. No. 10231X
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Annual Financials
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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HomeWiseDocs

Posted 12/31/2020

Colorado Golf Club

DRC Fund

AssetsCash

Alliance - Operating DRC Funds	69,036.43
--------------------------------	-----------

<u>Total Cash</u>	<u>69,036.43</u>
-------------------	------------------

<i>Total Assets</i>		<u><u>69,036.43</u></u>
---------------------	--	-------------------------

Liabilities & EquityEquity

General Fund Bal.(Retain.Earn)	32,763.40
--------------------------------	-----------

Current Year Net Income/(Loss)	36,273.03
--------------------------------	-----------

<u>Total Equity</u>	<u>69,036.43</u>
---------------------	------------------

<i>Total Liabilities & Equity</i>		<u><u>69,036.43</u></u>
---------------------------------------	--	-------------------------

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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Colorado Golf Club
Income / Expense Statement
Period 12/1/2020 To 12/31/2020 11:59:00 PM

	Current Period DRC Fund			Year to Date DRC Fund			
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual Budget
Income							
<u>DRC Income</u>							
10001 DRC Interest	2.24	0.00	2.24	25.03	0.00	25.03	0.00
TOTAL DRC Income	2.24	0.00	2.24	25.03	0.00	25.03	0.00
<u>DRC Income</u>							
10000 DRC Review Fee	20,000.00	2,500.00	17,500.00	68,180.00	30,000.00	38,180.00	30,000.00
TOTAL DRC Income	20,000.00	2,500.00	17,500.00	68,180.00	30,000.00	38,180.00	30,000.00
ALL CATEGORY Income	20,002.24	2,500.00	17,502.24	68,205.03	30,000.00	38,205.03	30,000.00
Expense							
<u>DRC Expenses</u>							
20000 DRC Consulting Fees	7,800.00	2,500.00	(5,300.00)	31,932.00	30,000.00	(1,932.00)	30,000.00
TOTAL DRC Expenses	7,800.00	2,500.00	(5,300.00)	31,932.00	30,000.00	(1,932.00)	30,000.00
ALL CATEGORY Expense	7,800.00	2,500.00	(5,300.00)	31,932.00	30,000.00	(1,932.00)	30,000.00
Excess Revenue / Expense	12,202.24	0.00	12,202.24	36,273.03	0.00	36,273.03	0.00

Posted 12/31/2020

Colorado Golf Club

Operating

AssetsCash

Alliance - Checking	49,184.96
---------------------	-----------

<u>Total Cash</u>	<u>49,184.96</u>
-------------------	------------------

<i>Total Assets</i>		<u><u>49,184.96</u></u>
---------------------	--	-------------------------

Liabilities & EquityLiability

Pre-paid Assessments	27,261.51
----------------------	-----------

<u>Total Liability</u>	<u>27,261.51</u>
------------------------	------------------

Equity

General Fund Bal.(Retain.Earn)	27,684.43
--------------------------------	-----------

Current Year Net Income/(Loss)	(5,760.98)
--------------------------------	------------

<u>Total Equity</u>	<u>21,923.45</u>
---------------------	------------------

<i>Total Liabilities & Equity</i>		<u><u>49,184.96</u></u>
---------------------------------------	--	-------------------------

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Order Date: 10-25-2021
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Colorado Golf Club
Income / Expense Statement
Period 12/1/2020 To 12/31/2020 11:59:00 PM

		Current Period Operating			Year to Date Operating			
		Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual Budget
Income								
<u>Income</u>								
3000	Assessments - Home	0.00	0.00	0.00	25,130.75	24,640.00	490.75	24,640.00
3001	Assessments - Lot	499.00	0.00	499.00	12,051.01	11,904.00	147.01	11,904.00
3700	Legal Reimb.	215.00	0.00	215.00	232.00	0.00	232.00	0.00
3710	Administrative Fees	640.00	0.00	640.00	940.00	0.00	940.00	0.00
3771	Sign Income	0.00	137.00	(137.00)	1,920.00	1,600.00	320.00	1,600.00
3950	Late Fees	100.00	0.00	100.00	275.00	0.00	275.00	0.00
TOTAL Income		1,454.00	137.00	1,317.00	40,548.76	38,144.00	2,404.76	38,144.00
ALL CATEGORY Income		1,454.00	137.00	1,317.00	40,548.76	38,144.00	2,404.76	38,144.00
Expense								
<u>Administrative</u>								
7510	Management Fee	1,050.00	1,050.00	0.00	12,600.00	12,600.00	0.00	12,600.00
7520	Legal	264.00	250.00	(14.00)	1,809.00	3,000.00	1,191.00	3,000.00
7521	CPA Services	0.00	0.00	0.00	0.00	250.00	250.00	250.00
7530	Insurance	0.00	0.00	0.00	3,549.00	4,000.00	451.00	4,000.00
7540	Postage	5.50	38.00	32.50	362.03	500.00	137.97	500.00
7550	Copies	18.76	37.00	18.24	694.79	400.00	(294.79)	400.00
7570	Miscellaneous	17.00	138.00	121.00	275.00	1,700.00	1,425.00	1,700.00
7580	Reimbursable Legal	0.00	0.00	0.00	430.00	0.00	(430.00)	0.00
7650	Holiday Lights	0.00	0.00	0.00	12,623.40	6,600.00	(6,023.40)	6,600.00
8710	Collection Admin. Fees	0.00	0.00	0.00	300.00	0.00	(300.00)	0.00
TOTAL Administrative		1,355.26	1,513.00	157.74	32,643.22	29,050.00	(3,593.22)	29,050.00
<u>Operating Expenses</u>								
4040	Trash Removal	1,138.54	1,051.00	(87.54)	12,380.95	12,557.00	176.05	12,557.00
5150	Signs	30.00	50.00	20.00	1,185.00	600.00	(585.00)	600.00
TOTAL Operating Expenses		1,168.54	1,101.00	(67.54)	13,565.95	13,157.00	(408.95)	13,157.00
<u>Supplies</u>								
6460	Office	1.76	12.00	10.24	100.57	100.00	(0.57)	100.00
TOTAL Supplies		1.76	12.00	10.24	100.57	100.00	(0.57)	100.00
ALL CATEGORY Expense		2,525.56	2,626.00	100.44	46,309.74	42,307.00	(4,002.74)	42,307.00
Excess Revenue / Expense		(1,071.56)	(2,489.00)	1,417.44	(5,760.98)	(4,163.00)	(1,597.98)	(4,163.00)

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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Annual Members/Owners Meeting Minutes
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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**COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION
ANNUAL MEETING MINUTES
November 19, 2019**

- I. **CALL TO ORDER** – Gene West, Board President called the meeting to order at 4:06 p.m.
- II. **ESTABLISH A QUORUM** – 15% of qualified members is required to establish a quorum for the Annual Meeting. Quorum was established with homeowner members represented in person and by homeowner members' proxy.
- III. **PROOF OF NOTICE** – Proof of notice is evidenced by attendance of owners and proxies, and on file at the offices of Westwind Management Group, Inc.
- IV. **2018 ANNUAL MEETING MINUTES** – On a motion duly made, seconded, and unanimously carried, it was approved to waive the reading of the 2018 minutes. On a motion duly made, seconded, and unanimously carried, the 2018 Annual Meeting Minutes were approved as submitted.
- V. **REPORTS OF OFFICERS**
 - A. **Financial Review** – The December 31, 2018 year-end Financial Statement and the September 30, 2019 Financial Statement were reviewed with the membership. No questions were unanswered.
- VI. **NEW BUSINESS**
 - A. **Appointment of Directors** – Amy Meyers the Developer Representative announced that Gene West had graciously offered to serve on the Board for another term of one year. Gene West was appointed to another one-year term. The 2020 Board of Directors will consist of Chuck Reeves, Amy Meyers, and Gene West.
 - B. **Open Forum** – The floor was opened to questions from the audience. There were no unanswered questions.
- VII. **ADJOURNMENT** – On a motion duly made from the floor, seconded from the floor, and unanimously carried, the meeting was adjourned at 5:13 p.m.

11.17.2020
Date approved by Membership

Articles of Incorporation
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

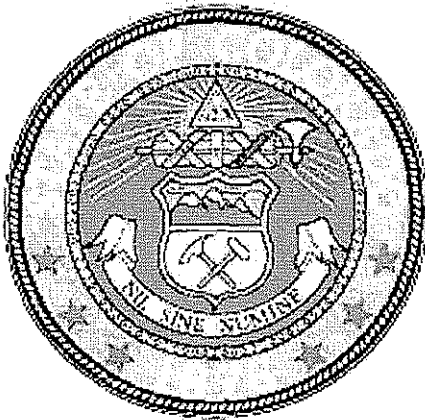
Colorado Golf Club Homeowners Association

is a
Nonprofit Corporation

formed or registered on 11/30/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051441189 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/17/2006 that have been posted, and by documents delivered to this office electronically through 11/22/2006 @ 14:35:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/22/2006 @ 14:35:04 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 6639733 .



Ginette Dennis

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site. To visit the Certificate Confirmation Page, click on the link "Certificate Confirmation" located on the left side of the Secretary of State's Web site. Alternatively, you may enter the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, www.sos.state.co.us, click Business Center and select "Frequently Asked Questions."

Order: 85GD3RHFD

CERT_GS_D Revised 09/22/2005

Address: 8617 Preservation Trl

Order Date: 10-25-2021

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AAMC®

Attachment to Articles of Incorporation
for
Colorado Golf Club Homeowners Association

Upon dissolution of the corporation, any corporate assets remaining after the payment of all debts will be distributed to its Members according to their pro-rata interests and obligations.



Association Documents Package Information
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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COPYRIGHT WARNING

Westwind Management Group, LLC does not authorize you to copy, communicate or otherwise make available electronically or in print to any other person (except to the specific parties involved in the real estate sales transaction referenced in the order), any copyright material contained within this document package. You are reminded of the following:

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Memorandum

To: Association Documents Package Purchaser
From: Andrea Bobb, Client Documentation Administrator
Re: Association Documents

Thank you for your purchase of an Association Documents Package for the compliance of the requirements set forth in the most recent Colorado Contract to Buy and Sell Real Estate pursuant to C.R.S. 38-35.7-102(2)(b).

Included you will find the following in the most current form we have available and *IF* available:

- Declaration
- Articles of Incorporation
- Bylaws
- Articles of Organization
- Operating agreements
- Rules and Regulations
- Party Wall Agreements
- Association's Responsible Governance Policies
- Annual Owners'/Members' Meeting Minutes
- Executive Board/Managers Meeting Minutes disclosed in the annual disclosure along with minutes subsequent to those in the annual disclosure
- Certificate of Insurance – listing of insurance policy and policy information
- List of Unit Type & Assessment Amount including Special Assessments, if any
- Current accepted financials (not required by real estate contract)
- Annual Income/Expense Statement and Annual Balance Sheet – not audited
- Current Operating Budget
- Most Recent Financial Audit/Review, if any
- List of Fees and Charges in connection with a real estate closing
- Reserve Study
- Construction Defect/Litigation Information – if any
- Notice of Unpaid Assessments – commonly known as “Status Letter” which is supplied separately by separate request
- ❖ There may be miscellaneous documents within the “other” category of your order and are included as they are relevant to the community

Westwind acknowledges and certifies the accuracy of any information or documents above in which it has been directly involved in the creation, storage and management. While every effort is made to assure information provided by third parties is accurate, Westwind, as agent for the Association, does not certify the authenticity of the information contained therein and provided to Westwind by any third-party (including the Association or a prior management company). Westwind shall, under no circumstance, be responsible for any error or omission which may occur in any record provided by a third-party to Westwind, nor liable for any actions taken as a result of reliance upon such information contained within this document package. Westwind is not responsible for providing information that is not in its possession at the time of this disclosure.

THE INFORMATION CONTAINED IN THIS PACKAGE CANNOT BE RELIED UPON FOR ANY OTHER TRANSACTION OTHER THAN THE ONE THAT IS SPECIFIED FOR THE PARTIES TO THIS TRANSACTION/PROPERTY IN THE REAL ESTATE CONTRACT AND YOUR ORDER.

Please contact me should you have any questions. Thank you.
303-369-1800 Ext. 114
720-509-6027 Fax
andrea@westwindmanagement.com



27 Inverness Drive East | Englewood, CO 80112 | www.westwindmanagement.com
Ph: (303) 369-1800 | Fax: (303) 369-0007

Providing Excellence in Community Association Management & Accounting Services Since 1986

Budget
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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Colorado Golf Club Homeowners Association

2021 Budget Board Approved 11/17/2020/ Ratified 11/17/2020

Occupied Lots = \$355

Vacant Lots = \$163

	2021 Budget	2020 projected	2019 Actual
INCOME:			
Assessments Occupied (3000)	\$ 29,820	\$ 25,024	\$ 18,010
Assessments Vacant (3001)	\$ 14,018	\$ 11,552	\$ 14,814
Legal Reimbursement (3700)	\$ 250	\$ 17	\$ 842
Administrative Fees (3710)	\$ 200	\$ 300	\$ 705
Sign Income (3771)	\$ 1,500	\$ 1,520	\$ 2,770
Late Fees (3950)	\$ 60	\$ 175	\$ 375
Total Income	\$ 45,848	\$ 38,588	\$ 37,517
EXPENSE:			
Administrative			
Management Fee (7510)	\$ 15,000	\$ 12,600	\$ 12,600
Legal (7520)	\$ 2,500	\$ 2,431	\$ 2,868
Audit (7521)	\$ 1,800	\$ 250	\$ 250
Taxes (7522)	\$ 250	\$ -	\$ -
Insurance (7530)	\$ 3,549	\$ 3,549	\$ 3,590
Postage (7540)	\$ 650	\$ 659	\$ 635
Copies (7550)	\$ 700	\$ 983	\$ 430
Miscellaneous (7570)	\$ 200	\$ 245	\$ 1,344
Storage (7552)	\$ 204	\$ -	
Reimbursement Legal (7580)	\$ 250	\$ -	\$ 24
Holiday Lights (7650)	\$ 6,609	\$ 12,683	\$ 4,954
Collections Admin.Fees (8710)	\$ 200	\$ -	\$ 722
Operating			
Trash Removal (4040)	\$ 14,243	\$ 12,499	\$ 10,730
Signs (5150)	\$ 1,500	\$ 940	\$ 1,105
Supplies			
Office	\$ 100	\$ 102	\$ 127
Total Expenses	\$ 47,755	\$ 46,942	\$ 39,378
NET INCOME/LOSS	\$ (1,907)	\$ (8,354)	\$ (1,862)

DRC			
INCOME:			
DRC Interest (10001)	\$ 20	\$ 19	\$ 28
DRC Review Fee (10000)	\$ 35,000	\$ 37,980	\$ 32,760
Total Income	\$ 35,020	\$ 37,999	\$ 32,788
EXPENSE:			
DRC Consulting Fee (20000)	\$ 30,000	\$ 27,780	\$ 31,137
DRC Legal	\$ 3,000	\$ -	\$ -
Total Expense	\$ 33,000	\$ 27,780	\$ 31,137
NET INCOME/LOSS	\$ 2,020	\$ 10,219	\$ 1,651

Buyer Information
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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BUYER INFORMATION SHEET

OWNER #1 NAME: _____

OWNER #2 NAME: _____

PROPERTY ADDRESS: _____ CITY, ZIP _____

MAILING ADDRESS: (ONLY IF DIFFERENT FROM ABOVE ADDRESS)

PHONE NUMBER(S) (Owner #1): Home: _____ Cell: _____

PHONE NUMBER(S) (Owner #2): Home: _____ Cell: _____

EMAIL ADDRESS (Owner #1): _____

EMAIL ADDRESS (Owner #2): _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE NUMBER(S): _____

WE CANNOT STRESS ENOUGH THE IMPORTANCE OF SUPPLYING US WITH PHONE NUMBER(S) OF A FRIEND OR
RELATIVE TO CONTACT IN AN EMERGENCY. THIS INFORMATION HAS SAVED LIVES AND PROPERTIES!

RENTER INFORMATION (IF APPLICABLE):

RENTER #1 NAME: _____

RENTER #2 NAME: _____

PHONE NUMBER(S) (Renter #1): Home: _____ Cell: _____

PHONE NUMBER(S) (Renter #2): Home: _____ Cell: _____

EMAIL ADDRESS (Renter #1): _____

EMAIL ADDRESS (Renter #2): _____

Bylaws
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
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BYLAWS

OF

COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

BYLAWS
OF
COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION

ARTICLE I - OBJECT

1.1 Association. COLORADO GOLF CLUB HOMEOWNERS ASSOCIATION (the "Association") is a nonprofit corporation, organized under the Colorado Revised Nonprofit Corporation Act (the "Act"). These Bylaws are adopted for the administration, regulation and management of the affairs of the Association.

1.2 Purposes. The purposes for which the Association is formed are: (a) to provide a means of self-government for the owners of the residential properties within Douglas County, Colorado (the "County") commonly known as the Colorado Golf Club; (b) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, Restrictions and Easements for Colorado Golf Club recorded, or to be recorded, in the real property records of Douglas County, Colorado, as it may be amended (the "Declaration"), to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration and these Bylaws, and as provided by law; (c) to provide for an entity for the furtherance of the interests of the Owners; and (d) to perform all other duties and exercise all other powers and rights of the Association set forth in the Declaration.

1.3 Terms Defined in Declaration. Terms used in these Bylaws which are defined in the Declaration shall have the same meaning and definition in these Bylaws as such terms have in the Declaration.

ARTICLE II - OFFICES

2.1 Principal Office. The principal office and place of business of the Association shall be designated from time to time by the Board of Directors.

2.2 Registered Office and Agent. The address of the initial and registered office and the initial registered agent of the Association are as specified in the Articles of Incorporation, and either may be changed from time to time as provided in the Act.

ARTICLE III - MEMBERS

3.1 Membership. The Association shall have one class of voting Members. The qualifications for and terms of membership, and the rights, powers and privileges, including voting rights, of the Members, shall be as set forth from time to time in the Declaration.

3.2 Assessments. Members shall be obligated to pay Assessments to the Association as provided in the Declaration.

3.3 Suspension of Membership. In addition to any other remedies set forth in the Declaration, if a Member is in breach of any of the Association Documents, the rights and privileges of membership, including without limitation the right to vote, of such Member may be suspended during and for up to 60 days following such breach by the Member or a Related User of such Member, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues.

3.4 Transfer of Membership. Membership in the Association is nontransferable except in connection with the transfer of a Lot owned by the Member, and except that certain rights and privileges may be assigned as provided in the Declaration. Members shall have no ownership rights or beneficial interests of any kind in the assets of the Association, except as expressly provided in the Declaration.

3.5 Annual Meeting of Members. An annual meeting of the Members shall be held on the second Tuesday in the month of November in each year, beginning with the year 2006, at the time and place, within the County, determined by the Board of Directors, for the purpose of electing directors (subject to the limitations of Section 4.2 below) and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the Members as soon thereafter as may be convenient. Failure to hold an annual meeting as required by these bylaws shall not work a forfeiture or dissolution of the Association or invalidate any action taken by the Board of Directors or officers of the Association.

3.6 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or the Board of Directors, and shall be called by the president at the request of Members having at least twenty percent of the votes entitled to be cast at such meetings.

3.7 Place of Meeting. Each meeting of the Members shall be held at such place within the County as may be designated in the notice of meeting, or, if no place is designated in the notice, at the registered office of the Association in Colorado.

3.8 Notice of Meeting. Except as otherwise prescribed by statute, written notice of each meeting of the Members stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 14 nor more than 50 days before the date of the meeting, either personally, by private commercial delivery service, or by first class, certified or registered mail, by or at the direction of the president, or the secretary, or the other officer or person calling the meeting, to each Member entitled to attend

such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to each Member at such Member's address as it appears in the records of the Association, with postage thereon prepaid. Any Member may waive notice of any meeting before, at or after such meeting. The attendance in person or by proxy of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.9 Proxies. At each meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member; provided, however, that a Member may grant a proxy only to his spouse, an adult child residing at the Member's Lot or another Member. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

3.10 Quorum. Except as otherwise required by the Act or the Articles of Incorporation, 15 percent of the Members entitled to vote shall constitute a quorum at each meeting of the Members, and, except as otherwise expressly provided in the Declaration, the Articles of Incorporation or these Bylaws, the affirmative vote of a majority of the Members represented at a meeting at which a quorum is present and entitled to vote on the subject matter shall be the act of the Members; provided, however, that an affirmative vote of two-thirds of the Members represented at a meeting at which a quorum is present and entitled to vote thereon shall be required to amend the Articles of Incorporation or to adopt a plan of merger, consolidation or liquidation, and further provided that no action requiring the approval of Declarant, as provided in the Declaration, may be taken at any meeting without the presence and approval of Declarant. If less than a quorum of the Members are represented at a meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed 60 days at any one adjournment without further notice other than an announcement at the meeting. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

3.11 Voting.

(a) Each voting Member is entitled to the number of votes allocated to such Member in the Declaration with respect to each matter submitted to a vote of the Members entitled to vote either at a meeting or pursuant to Section 3.13. Cumulative voting shall not be allowed.

(b) The right to vote of any Member which is a corporation or unincorporated association may be exercised by such officer, agent or proxy as the bylaws, constitution or other governing instrument of such corporation or association may prescribe or, in the absence of such provision, as the board of directors of such corporation or association may determine.

(c) Members may vote by mail, but only in connection with the election of directors, for or against a proposed amendment to the Articles of

Incorporation, and for or against a proposed plan of merger, consolidation or liquidation. Election of any directors by mail shall require at least a majority of the votes which all Members are entitled to cast in the election. To amend the Articles of Incorporation or to adopt a plan of merger, consolidation or liquidation by mail vote shall require the affirmative vote of at least 67 percent of the votes which all Members are entitled to cast on such question.

3.12 Committees. The Members at any time and from time to time may establish one or more other committees of Members for any appropriate purposes and may dissolve any such committee. Either the Members of the Association or the members of the committee shall elect a chairperson who shall preside at all meetings of the committee and generally supervise the conduct of the committee's affairs. Rules governing procedures for meetings of any such committee and for the conduct of such committee's affairs shall be as established by the committee.

3.13 Action without a Meeting. Any action required or permitted to be taken at a meeting of the Members or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect to the subject matter thereof. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the Members entitled to vote thereon.

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors, except as otherwise provided in the Act, the Declaration, the Articles of Incorporation or these Bylaws.

4.2 Directors during Declarant Control Period. During the Declarant Control Period, the number of directors of the Association shall be three, all of whom shall be appointed by Declarant. Declarant shall appoint three initial directors of the Association, who shall serve until the first annual meeting of the Association. Thereafter, throughout the Declarant Control Period, Declarant shall appoint three directors at each annual meeting of the Association, each of whom shall serve for a period of one year, or until his or her successor is duly qualified and elected or appointed, or until such director's earlier death, resignation or removal. The directors appointed by Declarant need not be Members of the Association and may be shareholders, directors, officers, employees or agents of Declarant. All directors must be at least eighteen years of age. During the Declarant Control Period, directors shall be removable in the manner provided by the Act, provided that the directors appointed by Declarant may be removed only by Declarant.

4.3 Directors after Declarant Control Period. After expiration of the Declarant Control Period, the number of directors of the Association shall be at least three but not more than nine as determined by the Members or the Board of Directors from time to time. Any action of the Members or Board of Directors to increase or decrease the number of directors, whether expressly by resolution or by implication through the election of additional directors, shall constitute an amendment of these

Bylaws effecting such increase or decrease. Directors must be natural persons at least 18 years of age, and after expiration of the Declarant Control Period, all directors must be Members of the Association. At the first annual meeting of the Members after the Declarant Control Period expires, classification of the directors shall be made by dividing them into three classes, each class to be as nearly equal in number as possible. The term of office of the directors of the first class shall expire at the first annual meeting of the Members held after such classification; the term of office of the directors of the second class shall expire at the second annual meeting thereafter; and the term of office of the directors of the third class shall expire at the third annual meeting thereafter. At each annual meeting of the Members after such classification, the number of directors equal to the number of the class whose term expires at the time of such meeting shall be elected by the Members to hold office until the third succeeding annual meeting. Each director shall hold office until such director's term expires and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. Directors shall be removable in the manner provided by the Act after expiration of the Declarant Control Period.

4.4 Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the Association. A director's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a vacancy in the Board of Directors occurs because of the death, resignation or removal of a director appointed by Declarant, Declarant shall appoint a new director to fill the vacancy. Any vacancy occurring in the Board of Directors after expiration of the Declarant Control Period may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors after expiration of the Declarant Control Period shall be filled by the affirmative vote of a majority of the directors then in office or by an election at a meeting of the Members called for that purpose, and a director so chosen shall hold office until the next election of directors and thereafter until such director's successor shall have been elected and qualified or until such director's earlier death, resignation or removal.

4.5 Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the Members, or as soon as practicable thereafter at the time and place determined by the Board, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings.

4.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the County as the place for holding any special meeting of the Board called by them.

4.7 Notice. Notice of each meeting of the Board of Directors stating the place, day and hour of the meeting shall be given to each director at such director's business address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery of written notice or by telephonic, telegraphic, telex or facsimile notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If telegraphed, such notice shall be deemed to be given when the telegram is delivered to the telegraph company. If transmitted by telex or facsimile, such notice shall be deemed to be given when the transmission is complete. The foregoing notice requirements do not apply to regular meetings of the Board of Directors for which the time and place have been established by resolution of the Board of Directors, provided that all directors have actual notice of such resolution. No notice is required for such regularly scheduled meetings. Any director may waive notice of any meeting before, at or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

4.8 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.9 Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No director may vote or act by proxy at any meeting of directors.

4.10 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors incurred on behalf of the Association at the direction of the Board may be paid or reimbursed by the Association.

4.11 Executive and Other Committees. By one or more resolutions adopted by a majority of the directors then in office, the Board of Directors may designate from among its Members an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the Board of Directors,

except as prohibited by statute. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any member of the Board from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the Board shall be as established by the Board of Directors, or in the absence thereof, by the committee itself.

4.12 Meetings by Telephone. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

4.13 Action without a Meeting. Any action required or permitted to be taken at a meeting of the directors or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or committee members entitled to vote with respect to the subject matter thereof. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the directors or committee members.

ARTICLE V - OFFICERS AND AGENTS

5.1 Number and Qualifications. The elected officers of the Association shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also elect such other officers, assistant officers and agents, including additional vice presidents, assistant secretaries and assistant treasurers, as it may consider necessary. One person may hold more than one office at a time, except that no person may simultaneously hold the offices of president and secretary. Officers need not be directors of the Association. All officers must be at least 18 years of age.

5.2 Election and Term of Office. The elected officers of the Association shall be elected by the Board of Directors annually at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Each officer shall hold office until such officer's successor shall have been duly elected and shall have qualified, or until such officer's earlier death, resignation or removal.

5.3 Compensation. The officers of the Association shall not receive any compensation for their services as officers. The Association shall reimburse the officers for expenses incurred on behalf of the Association upon approval by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Association.

5.4 Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not in itself create contract rights.

5.5 Vacancies. Any officer may resign at any time by giving written notice to the president or to the Board of Directors. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

5.6 Authority and Duties of Officers. The officers of the Association shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the Board of Directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) President. The president shall, subject to the direction and supervision of the Board of Directors: (i) be the chief executive officer of the Association and have general and active control of its affairs and business and general supervision of its officers, agents and employees; (ii) preside at all meetings of the Members and of the Board of Directors; (iii) see that all orders and resolutions of the Board of Directors are carried into effect; and (iv) perform all other duties incident to the office of president and as from time to time may be assigned to such office by the Board of Directors.

(b) Vice Presidents. The vice president or vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board of Directors. The vice president (or if there is more than one, then the vice president designated by the Board of Directors, or if there be no such designation, then the vice presidents in order of their election) shall, at the request of the president, or in the president's absence or inability or refusal to act, perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions on the president.

(c) Secretary. The secretary shall (i) keep the minutes of the proceedings of the Members, the Board of Directors and any committees of the Members or the Board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Association; (iv) keep at the Association's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all Members; and (v) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to such office by the president or by the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(d) Treasurer. The treasurer shall (i) be the principal financial officer of the Association and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the Board of Directors; (ii) receive and give receipts and acquitances for moneys paid in on account of the

Association, and pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity; (iii) be the principal accounting officer of the Association and as such, in conjunction with accountants hired by the Association, if any, prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the Board of Directors statements of account showing the financial position of the Association and the results of its operations; (iv) upon request of the Board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to such office by the president or the Board of Directors. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by treasurer.

ARTICLE VI - INDEMNIFICATION

The Association shall indemnify all directors, officers and their heirs, personal representatives and administrators, against all losses, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made parties by reason of being or having been directors or officers of the Association, except as to matters where they or any of them shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such director, officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director, officer or committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as common expenses. Nothing in this Article shall be deemed to obligate the Association to indemnify any Member who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by such Member under the Declaration by virtue of the Member's ownership of a Lot, as defined in the Declaration.

ARTICLE VII - MISCELLANEOUS

7.1 Account Books, Minutes, Etc. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors and committees. All books and records of the Association may be inspected by any Member or director, or such person's authorized agent or attorney, for any proper purpose at any reasonable time; provided, however, that the Board of Directors may impose a reasonable charge on the person inspecting the books and records to cover any expenses or costs incurred by, or to pay for any

services provided by, the Association in connection with the inspection of the Association's books and records.

7.2 Fiscal Year. The fiscal year of the Association shall be as established by the Board of Directors.

7.3 Conveyances and Encumbrances. Property of the Association may be assigned, conveyed or encumbered by such officers of the Association as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Association shall be authorized only in the manner prescribed by applicable statute.

7.4 Conflicts of Interest. If any person who is a director or officer of the Association is aware that the Association is about to enter into any business transaction directly or indirectly with such person, any member of such person's family, or any entity in which such person has any legal, equitable or fiduciary interest or position, including without limitation as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) immediately inform those charged with approving the transaction on behalf of the Association of such person's interest or position; (b) aid the persons charged with making the decision by disclosing any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the Association; and (c) not be entitled to vote on the decision to enter into such transaction.

7.5 Loans Prohibited. No loans shall be made by the Association to any of its directors, officers or Members. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until it is repaid.

7.6 Amendments to Bylaws. These Bylaws may be altered, amended or repealed, and new bylaws may be adopted upon approval of a majority of all the members of the Board of Directors then in office and voting at a meeting at which a quorum is present and of which notice has been given in accordance with these bylaws; provided, however, that no change to these bylaws shall limit or repeal the voting rights of any Member unless such change is adopted by the affirmative vote of a majority of the Members and unless the Declaration is also amended accordingly in accordance with the requirements of the Declaration. During the Declarant Control Period, any proposed amendment of any provisions of these Bylaws shall not be effective unless the Declarant has given its written consent to such amendment.

7.7 Amendments to Declaration. The Declaration may be amended as provided in the Declaration. Any amendments to the Declaration which require the approval of the Association, its Members or its Board of Directors may be executed, certified and recorded by the president or a vice president, provided that the signature of the president or vice president on the amendment is attested to by one other officer of the Association.

7.8 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

(END)

Closing Services Fee Schedule Information
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

Fees & Costs Schedule for Purchase or Sale of a Home

List of current fees and costs chargeable by Association / Westwind Management Group, LLC in connection with the purchase or sale of a home. Please note, not all services below may be available to all client communities of Westwind Management Group, LLC. The fees and costs listed below are per Association.

PRODUCTS (DOCUMENTS/SERVICES)**	FEE / COST
Resale Status Letter / Affidavit	\$125.00
Refinance Status Letter / Affidavit	\$ 75.00
Seller's Resale Disclosure Package / Association Documents Package	\$150.00
Lender Questionnaire (Managing Agent form)	\$150.00
Custom Lender Questionnaire (Lender Specific Form)	\$200.00
Ownership Conveyance Fee (Resale Ownership Change – added to affidavit under “fees to be collected at closing” and will need to be paid through title company at closing time)	\$150.00
Individual Association Documents – Per Document Fee (Certain individual documents <i>may</i> be available for purchase)	\$ 25.00

*****Standard processing time is 6 business days. Any questionnaire or status letter / affidavit requested earlier than 6 business days will incur additional rush fees. Refer to “Rush / Update Fees and Services” below.***

There are additional options to the above which are discounted bundled options. Options are:

BUNDLE OPTIONS (DISCOUNTED PRICING)	FEE / COST
Status Letter + Seller's Documents Package Bundle (Status Letter + Complete Association Documents Package)	\$225.00
Premium Lender Questionnaire Bundle (Lender Questionnaire + Association Documents)	\$250.00
Standard Lender Questionnaire Bundle (Lender Questionnaire + Budget + Insurance Disclosure)	\$150.00
Bank Owned Property Package Bundle (REQUIRED FOR FORECLOSED PROPERTIES – Resale Status Letter / Affidavit + Association Documents + W-9 + Unit Ledger)	\$275.00

RUSH / UPDATE FEES & SERVICES FOR QUESTIONNAIRES & STATUS LETTER/AFFIDAVITS	FEE / COST
Within 1 Business Day Rush Fee	\$125.00
Within 2-3 Business Days Rush Fee	\$100.00
Within 4-5 Business Days Rush Fee	\$ 50.00
Resale Status Letter / Affidavit Update Fee	\$ 30.00

ADDITIONAL INFORMATION

- Information for association assessment/dues amount and special assessments (if any) is located within the Seller's Resale Disclosure Package.
- Working capital (aka maintenance reserve) amount information varies by community and is provided within the status letter/affidavit.

Construction Defect/Litigation
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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CONSTRUCTION DEFECT LITIGATION OR GENERAL LITIGATION

**WE HAVE NOT BEEN MADE AWARE OF
ANY CURRENT OR RECENT CONSTRUCTION
DEFECT LITIGATION OR OTHER LITIGATION
(OTHER THAN DELINQUENCY AND
COLLECTION ACCOUNTS), INVOLVING THE
ASSOCIATION AT THIS TIME.**

Current Unaudited Financial Documents
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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HomeWiseDocs

Posted 06/30/2021

Colorado Golf Club

DRC Fund

AssetsCash

Alliance - Operating DRC Funds	97,079.73
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<u> Total Cash</u>	<u>97,079.73</u>
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<i>Total Assets</i>		<u><u>97,079.73</u></u>
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Liabilities & EquityEquity

General Fund Bal.(Retain.Earn)	69,036.43
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Current Year Net Income/(Loss)	28,043.30
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<u> Total Equity</u>	<u>97,079.73</u>
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<i>Total Liabilities & Equity</i>		<u><u>97,079.73</u></u>
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Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
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Colorado Golf Club

Income / Expense Statement

Period 6/1/2021 To 6/30/2021 11:59:00 PM

	Current Period DRC Fund			Year to Date DRC Fund			
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual Budget
Income							
<u>DRC Income</u>							
10001 DRC Interest	2.25	2.00	0.25	13.30	12.00	1.30	20.00
TOTAL DRC Income	2.25	2.00	0.25	13.30	12.00	1.30	20.00
<u>DRC Income</u>							
10000 DRC Review Fee	200.00	2,917.00	(2,717.00)	61,800.00	17,502.00	44,298.00	35,000.00
TOTAL DRC Income	200.00	2,917.00	(2,717.00)	61,800.00	17,502.00	44,298.00	35,000.00
ALL CATEGORY Income	202.25	2,919.00	(2,716.75)	61,813.30	17,514.00	44,299.30	35,020.00
Expense							
<u>DRC Expenses</u>							
20000 DRC Consulting Fees	14,480.00	2,500.00	(11,980.00)	33,770.00	15,000.00	(18,770.00)	30,000.00
20001 DRC Legal	0.00	250.00	250.00	0.00	1,500.00	1,500.00	3,000.00
TOTAL DRC Expenses	14,480.00	2,750.00	(11,730.00)	33,770.00	16,500.00	(17,270.00)	33,000.00
ALL CATEGORY Expense	14,480.00	2,750.00	(11,730.00)	33,770.00	16,500.00	(17,270.00)	33,000.00
Excess Revenue / Expense	(14,277.75)	169.00	(14,446.75)	28,043.30	1,014.00	27,029.30	2,020.00

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Posted 06/30/2021

Colorado Golf Club

Operating

AssetsCash

Alliance - Checking	51,936.95
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<u>Total Cash</u>	<u>51,936.95</u>
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<i>Total Assets</i>	<u><u>51,936.95</u></u>
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Liabilities & EquityLiability

Pre-paid Assessments	8,057.59
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<u>Total Liability</u>	<u>8,057.59</u>
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Equity

General Fund Bal.(Retain.Earn)	21,923.45
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Current Year Net Income/(Loss)	21,955.91
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<u>Total Equity</u>	<u>43,879.36</u>
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<i>Total Liabilities & Equity</i>	<u><u>51,936.95</u></u>
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Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

Colorado Golf Club
Income / Expense Statement
Period 6/1/2021 To 6/30/2021 11:59:00 PM

		Current Period Operating			Year to Date Operating			
		Actual	Budget	\$ Var	Actual	Budget	\$ Var	Annual Budget
Income								
<u>Income</u>								
3000	Assessments - Home	307.00	0.00	307.00	31,130.70	29,820.00	1,310.70	29,820.00
3001	Assessments - Lot	0.00	0.00	0.00	12,964.06	14,018.00	(1,053.94)	14,018.00
3700	Legal Reimb.	0.00	21.00	(21.00)	215.00	126.00	89.00	250.00
3710	Administrative Fees	0.00	17.00	(17.00)	455.00	102.00	353.00	200.00
3771	Sign Income	0.00	125.00	(125.00)	1,600.00	750.00	850.00	1,500.00
3950	Late Fees	0.00	5.00	(5.00)	65.00	30.00	35.00	60.00
TOTAL Income		307.00	168.00	139.00	46,429.76	44,846.00	1,583.76	45,848.00
ALL CATEGORY Income		307.00	168.00	139.00	46,429.76	44,846.00	1,583.76	45,848.00
Expense								
<u>Administrative</u>								
7510	Management Fee	1,250.00	1,250.00	0.00	7,500.00	7,500.00	0.00	15,000.00
7520	Legal	1,434.00	208.00	(1,226.00)	2,160.00	1,248.00	(912.00)	2,500.00
7521	CPA Services	0.00	0.00	0.00	0.00	1,800.00	1,800.00	1,800.00
7522	Income Taxes	0.00	0.00	0.00	0.00	250.00	250.00	250.00
7530	Insurance	0.00	0.00	0.00	3,365.00	3,549.00	184.00	3,549.00
7540	Postage	19.89	54.00	34.11	180.85	324.00	143.15	650.00
7550	Copies	11.37	58.00	46.63	840.63	348.00	(492.63)	700.00
7552	Storage	0.00	17.00	17.00	0.00	102.00	102.00	204.00
7570	Miscellaneous	17.00	17.00	0.00	165.00	102.00	(63.00)	200.00
7580	Reimbursable Legal	77.00	21.00	(56.00)	77.00	126.00	49.00	250.00
7650	Holiday Lights	0.00	0.00	0.00	0.00	0.00	0.00	6,609.00
8710	Collection Admin. Fees	0.00	17.00	17.00	1,125.00	102.00	(1,023.00)	200.00
TOTAL Administrative		2,809.26	1,642.00	(1,167.26)	15,413.48	15,451.00	37.52	31,912.00
<u>Operating Expenses</u>								
4040	Trash Removal	1,200.48	1,187.00	(13.48)	7,064.59	7,122.00	57.41	14,243.00
5130	Property Maintenance	73.92	0.00	(73.92)	624.20	0.00	(624.20)	0.00
5150	Signs	240.00	125.00	(115.00)	1,350.00	750.00	(600.00)	1,500.00
TOTAL Operating Expenses		1,514.40	1,312.00	(202.40)	9,038.79	7,872.00	(1,166.79)	15,743.00
<u>Supplies</u>								
6460	Office	6.24	8.00	1.76	21.58	48.00	26.42	100.00
TOTAL Supplies		6.24	8.00	1.76	21.58	48.00	26.42	100.00
ALL CATEGORY Expense		4,329.90	2,962.00	(1,367.90)	24,473.85	23,371.00	(1,102.85)	47,755.00
Excess Revenue / Expense		(4,022.90)	(2,794.00)	(1,228.90)	21,955.91	21,475.00	480.91	(1,907.00)

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

Declaration-CC&Rs
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

**LIMITED AMENDMENT
TO THE
COLORADO GOLF CLUB DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

THIS LIMITED AMENDMENT is made this 15th day of DECEMBER, 2015.

RECITALS

A. Colorado Golf Club, LLC, a Colorado limited liability company, created the Colorado Golf Club community ("Community") by recording a Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements in the real property records of the County of Douglas, State of Colorado, at Reception No. 2005122095 on December 20, 2005, as amended by that certain First Amendment to Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements recorded in the real property records of the County of Douglas, State of Colorado, at Reception No. 2006005248, on January 18, 2006, as further amended by that certain Amendment to Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements recorded in the real property records of the County of Douglas, State of Colorado, at Reception No. 2015002864, on January 15, 2015 (collectively referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this Limited Amendment to the Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements (the "Amendment") in Section 16.3(b), which provides, in part, as follows:

Section 16.3 – Amendment to documents.

(b) The consent of Members representing at least 67 percent of the total votes in the Association and, during the Development Period, of the Declarant, and the approval of Eligible Holders of first Mortgages on Lots to which at least 51 percent of the votes of Lots subject to a Mortgage appertain, shall be required to materially amend any provisions of the Declaration or the Bylaws or Articles of Incorporation of the Association with respect to, or to add any material provisions thereto which establish, provide for, govern, or regulate, any of the following:

...

(ii) Assessments, Assessment liens, or subordination of such liens;

....

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to reallocate how Common Assessments and Special Assessments are allocated to vacant lots and constructed residences within the community.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Members representing at least 67% of the total votes in the Association and the Declarant have consented and agreed to this Limited Amendment.

G. There are no "Eligible Holders of first Mortgages" as such term is defined in Section 16.1 of the Declaration and therefore no such approval or consent is required.

H. As amended by this Limited Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

Repeal and Restatement. Article 11, Section 11.5 is hereby repealed in its entirety and the following Article 11, Section 11.5 is substituted:

Section 11.5 – Rate of Assessments.

Common Assessments and Special Assessments shall be sufficient to meet the expected expenses of the Association as reflected in the approved budget. Except as otherwise provided herein, Common Assessments and Special Assessments shall be imposed against all Lots on a uniform and equal basis. Costs and expenses incurred by the Association in connection with providing trash removal and recycling services shall be imposed, on a uniform and equal basis, as an additional Common Assessment only upon the Lots upon which a residence has been constructed and occupied. The costs and expenses incurred by the Association in connection with providing trash removal and recycling services shall not be included as part of the Common Assessments for the Vacant Lots. In the event a residence is constructed and occupied upon a Lot after the Common Assessments for the year has been levied and paid, the Owner of such Lot shall pay the additional portion of the Common Assessment for the Lot for the remainder of the year upon receipt of a billing statement delivered to such Owner by the Association setting forth the additional prorated Common Assessment amount, as of the date of first occupancy, pertaining to the trash removal and recycling services.

II. No Other Amendments. Except as amended by the terms of this Limited Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Limited Amendment is executed by the undersigned.

**COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION,**
a Colorado nonprofit corporation

By: *Sally Terhark*
President

By: *Amy Meyer*
Secretary

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing was acknowledged before me this 15th day of December,
2015, by Sally Terhark, as President of Colorado Golf Club
Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

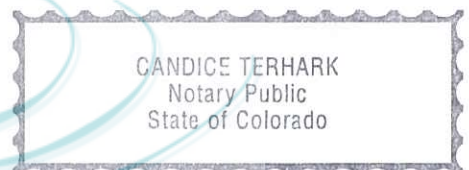
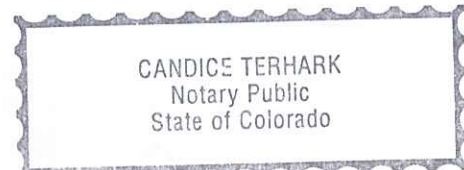
My commission expires: 4/30/17
Candice Terhark
Notary Public

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing was acknowledged before me this 15th day of December,
2015, by Amy Meyer, as Secretary of Colorado Golf Club
Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 4/30/17
Candice Terhark
Notary Public



DECLARANT CONSENT

The undersigned, as an authorized representative of the Declarant, hereby consents to and approves this Limited Amendment to the Declaration.

Betts Lake, LLC,
a Colorado limited liability company

By: Dale Larkin Price
Authorized Agent

STATE OF COLORADO)
) SS.
COUNTY OF Arapahoe)

The foregoing Declaration was acknowledged before me by Sally Hall,
as Authorized Agent of Betts Lake, LLC, a Colorado limited liability company, on this
day of 12/15, 2015.

Witness my hand and official seal.

My commission expires: 6/30/17

Notary Public



**AMENDMENT
TO THE
COLORADO GOLF CLUB DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

THIS AMENDMENT is made this 17th day of DECEMBER, 2014.

RECITALS

A. Colorado Golf Club, LLC, a Colorado limited liability company, created the Colorado Golf Club community ("Community") by recording a Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements in the real property records of the County of Douglas, State of Colorado, at Reception No. 2005122095 on December 20, 2005, as amended by that certain First Amendment to Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements recorded in the real property records of the County of Douglas, State of Colorado, at Reception No. 2006005248, on January 18, 2006 (collectively referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Colorado Golf Club Declaration of Covenants, Conditions, Restrictions, and Easements (the "Amendment") in Sections 17.3 and 17.4, which provide as follows:

Section 17.3 – Amendment of Declaration by Members.

Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members with at least 51 percent of the total voting power of all Members of the Association.

Section 17.4 – Required Consent of Declarant to Amendment.

Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate on that date which is twenty (20) years after the date when this Declaration is originally recorded.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to allow fences within the community upon approval by the Architectural Control Committee.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Members representing at least 51% of the total votes in the Association and the Declarant have consented and agreed to this Amendment.

G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

Repeal and Restatement. Article 4, Section 4.8 is hereby repealed in its entirety and the following Article 4, Section 4.8 is substituted:


Section 4.8 – Fences.

No fences, dog runs, walls, or enclosures including, without limitation, perimeter fences or walls, or architectural walls shall be placed, installed, erected or maintained on any Lot unless plans and specifications for such fence, dog run, wall, or enclosure have been approved in advance in writing by the Architectural Control Committee in its sole and absolute discretion. The Architectural Control Committee may adopt Design Guidelines establishing standards for such fencing, dog runs, walls, and enclosures. The foregoing notwithstanding, electronic fences shall be permitted upon any Lot and shall further be required for any Owners who wish to maintain pets upon their Lot outside an enclosure.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

COLORADO GOLF CLUB HOMEOWNERS
ASSOCIATION,
a Colorado nonprofit corporation

By: 
President

By: 
Secretary

STATE OF FLORIDA)

COUNTY OF Duval) ss.
)

The foregoing was acknowledged before me this 31st day of December, 2014, by Sally Larkin Hall, as President of Colorado Golf Club Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official
My commission expires: _____



K. Lewis
Notary Public

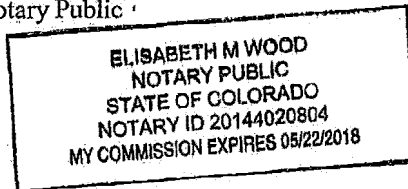
STATE OF COLORADO)
) ss.
COUNTY OF Donalson)

The foregoing was acknowledged before me this 14th day of January 2015, by Amy Meyers, as Secretary of Colorado Golf Club Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 05/22/2018

22/2018
 Elisabeth M. Woods
 Notary Public



DECLARANT CONSENT

The undersigned, as an authorized representative of the Declarant, hereby consents to and approves this Amendment to the Declaration.

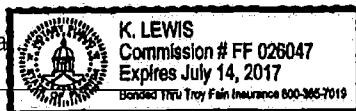
Betts Lake, LLC,
a Colorado limited liability company

By: *Sally Larkin Hall*
Authorized Agent

STATE OF FLORIDA)
) ss.
COUNTY OF Duval)

The foregoing Declaration was acknowledged before me by Sally Larkin Hall as Authorized Agent of Betts Lake, LLC, a Colorado limited liability company, on this 31st day of December, 2014.

Witness my hand and official seal
My commission expires: _____



K Lewis
Notary Public

AFTER RECORDING RETURN TO:

HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: DAC

2006005248

18/2006 01:59 PM

1/18/2006



2006005248 2 PGS

**FIRST AMENDMENT TO
COLORADO GOLF CLUB DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS**

**THIS FIRST AMENDMENT TO COLORADO GOLF CLUB
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS** (the "First Amendment") is made this 17 day of January, 2006 by
COLORADO GOLF CLUB, LLC, a Colorado limited liability company
("Declarant"), all with respect to the following:

RECITALS

A. Declarant executed that certain "Colorado Golf Club Declaration Of
Covenants, Conditions, Restrictions, And Easements" dated December 20, 2005 and
caused the same to be recorded in the real property records of Douglas County,
Colorado at Reception No. 2005122095 (the "Covenants"). (Capitalized terms not
otherwise defined herein shall have the meaning ascribed to them in the Covenants);
and

B. Declarant has not yet conveyed any of the Lots described in the
Covenants, and Declarant, in its capacity as owner of all of the Lots, now desires to
amend the Covenants pursuant to its rights under Section 17.2 "Amendment of
Declaration by Declarant" of the Covenants, and is now executing into this First
Amendment in furtherance thereof.

AMENDMENT

NOW, THEREFORE, in furtherance of the foregoing, and pursuant to its
rights under the Covenants, Declarant hereby executes this First Amendment and
amends the Covenants as follows:

1. Amendment to Section 1.1 "Name of Development Community;
Applicability of Colorado Common Interest Ownership Act; Denver
Southeast Suburban Water and Sanitation District Disclosure". The first
paragraph of Section 1.1 "Name of Development Community; Applicability of
Colorado Common Interest Ownership Act; Denver Southeast Suburban Water and
Sanitation District Disclosure" of the Covenants is hereby deleted in its entirety,
and is replaced with the following:

"The name of the development community governed by this
Declaration is "Colorado Golf Club." Declarant, by this Declaration and to
the fullest extent permitted by applicable law, expressly desires and intends



OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$211.68
42 PGS

2005122095
12/20/2005 04:16 PM

DECLARATION OF COVENANTS, CONDITIONS,



2005122095 42 PGS

COLORADO GOLF CLUB
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") is made this 20th day of December 2005, by COLORADO GOLF CLUB, LLC, a Colorado limited liability company ("Declarant").

ARTICLE I

GENERAL

Section 1.1 - Name of Development Community; Applicability of Colorado Common Ownership Interest Act; Denver Southeast Suburban Water and Sanitation District Disclosure.

The name of the development community governed by this Declaration is "Colorado Golf Club." Declarant, by this Declaration, expressly does not intend for Colorado Golf Club to be a "common interest community" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(8), Colorado Revised Statutes, or a "planned community" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(22), Colorado Revised Statutes, and intends for Colorado Golf Club to be exempt from the provisions of Colorado Common Interest Ownership Act, as defined in Section 38-33.3-101, Colorado Revised Statutes, to the fullest extent permitted by applicable law, on the basis that, among other things, the real property governed by this Declaration does not obligate Owners, by virtue of their ownership of a Lot within Colorado Golf Club, to pay real estate taxes, insurance premiums, maintenance or improvements of Common Property or other real property described in this Declaration. The foregoing notwithstanding, the Declarant and the Association shall have the right, pursuant to the other provisions of this Declaration concerning amendments, to amend this Declaration to cause the same to comply with the Colorado Common Ownership Interest Act, to the extent it is determined that such compliance is later required or desirable. All of Colorado Golf Club is located in Douglas County, Colorado.

Colorado Golf Club is located within the boundaries of the Denver Southeast Suburban Water and Sanitation District and all Lots within Colorado Golf Club are subject to the rules and regulations of the Denver Southeast Suburban Water and Sanitation District, as amended from time to time. Copies of the current rules and regulations may be obtained during normal business hours at the Denver Southeast Suburban Water and Sanitation District's Headquarters located at 5242 Old Schoolhouse Road, P.O. Box 1660, Parker, CO 80134.

Section 1.2 - Property Affected.

Declarant owns certain real property in Douglas County, Colorado more particularly described in the Plat. That portion of the real property described in the Plat which is more particularly described in Exhibit "A" attached hereto, together with any additional real property hereafter expressly made subject to this Declaration, if any, shall be the real property subject to and governed by this Declaration; provided, however, that (i) notwithstanding any other provision of this Declaration, Tract C, Tract E, Tract I, Tract J, and Lots 138, 139, 140 and 141, all as shown on the Plat, are not part of the "Community Area" (as defined in Section 2.8 "Community Area" below) and shall not be subject to nor governed by this Declaration, and (ii) except as otherwise expressly set forth in this Declaration, the real property owned by the District shall be a part of "Community Area" (as defined in Section 2.8 "Community Area" below), but is not subject to nor governed by this Declaration, but may be made subject to certain other deed restrictions or governing documents associated therewith.

Section 1.3 - Purposes of Declaration.

This Declaration is executed and recorded (a) in furtherance of a common and general plan for those Lots and Single Family Detached Homes located within and comprising part of the Community Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property within the Community Area; (c) to provide for the Association (defined below in Section 2.3 "Association; Sub-Association") to be available



COLORADO GOLF CLUB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND BASEMENTS

to perform certain functions for the benefit of owners of Lots within the Community Area; (d) to define the duties, powers and rights of the Association; and (e) to define certain duties, powers and rights of owners of real property within the Community Area.

Section 1.4 - Declaration.

Declarant, for itself and its successors and assigns, hereby declares that the Lots within the Community Area, and each part thereof, shall, on and after the date this Declaration is recorded, be owned, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Community Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 17.1 "Term of Declaration" below, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the Lots within the Community Area; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any of the Lots within the Community Area, and their encumbrancers, claimants, heirs, personal representatives, successors and assigns.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever used in this Declaration, shall have the meanings specified in this Article 2.

Section 2.1 - Architectural Control Committee.

"Architectural Control Committee" shall mean the approving authority described in Section 7.1 "Architectural Control Committee" of this Declaration.

Section 2.2 - Assessment.

"Assessment" shall mean a "Common Assessment," pursuant to Section 11.3 "Common Assessments" and Section 11.4 "Common Assessment Procedure", a "Special Assessment," pursuant to Section 11.6 "Special Assessments" or a "Site Assessment," pursuant to Section 11.7 "Site Assessments".

Section 2.3 - Association; Sub-Association.

"Association" shall mean the Colorado Golf Club Owners Association, a Colorado nonprofit corporation, its successors and assigns. "Sub-Association" shall mean the non-profit corporation, similar to the Association, created for purposes of governing any Sub-Community or "common interest community" or "planned community" created pursuant to the Colorado Common Interest Ownership Act, Sections 38-33.3-103(8) and 38-33.3-103(22), Colorado Revised Statutes approved by Declarant and/or the Association as required herein for the Lifestyle Lots contemplated for the Community Area.

Section 2.4 - Association Documents.

"Association Documents" shall mean the various operative documents of the Association, whether recorded or adopted at the time this Declaration is recorded or at a later time, as the same have been or may be amended, modified, supplemented, or otherwise changed from time to time, all of which are incorporated herein by this reference and which are identified as follows:

- (a) the Articles of Incorporation of the Association;
- (b) the Bylaws of the Association;
- (c) this Declaration, including the Plat, all exhibits attached to this Declaration, and all amendments to this Declaration;
- (d) any Supplemental Plat;
- (e) any Design Guidelines; and
- (f) the Rules and Regulations.



COLORADO GOLF CLUB

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Section 2.5 - Board of Directors.

"Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6 - Builder.

"Builder" shall mean any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the Community Area for further development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Single Family Detached Home on a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupation of the Single Family Detached Home upon such Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 2.7 - Common Properties.

"Common Properties" or "Common Property" shall mean all personal property and all real property, together with any and all Improvements now or hereafter thereon and appurtenances and rights thereto, now or hereafter owned by the District or which the District is obligated to maintain pursuant to the documents associated with the formation and governance of the District. The Common Properties include, but are not necessarily limited to, those parcels and tracts of land identified as being owned and maintained by the District on the Plat, including all streets and roads now or hereafter located within the Community Area, any real or personal property hereafter identified as Common Property in any amendment to this Declaration. Under the terms of this Declaration, there are no Common Properties that are owned or controlled by the Association or that otherwise comprise "common elements" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(5), Colorado Revised Statutes.

Section 2.8 - Community Area; Sub-Community.

"Community Area" shall mean and be comprised of: (i) the Lots described in the Exhibit "A", (ii) all interior private streets and roads shown on the Plat and not otherwise dedicated to Douglas County, (iii) all public and private trails shown on the Plat, including Kinney Creek Trail, Stroh Road Trail, Berts Ranch Road (East) Trail, Berts Ranch Road (West) Trail, and all trails labeled as "Private Trails" on the Plat, (iv) Tracts A, B, D, F, G, H, K, L, M and N as shown on the Plat and described in Exhibit "A", all of which are to be owned by the District, and (v) any other real property hereafter made subject to this Declaration, if any, together with any and all Improvements now or hereafter constructed upon such real property and appurtenances and rights to such real property. "Sub-Community" shall mean that portion of the Community Area encompassing the Lifestyle Lots and the common areas for the benefit of the Lifestyle Lots, which Sub-Community shall be governed by the Sub-Association as provided herein.

Section 2.9 - Declarant.

"Declarant" shall mean Colorado Golf Club, LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed a "successor and assign" of Colorado Golf Club, LLC as Declarant only if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the recorded instrument. A person or entity shall not be considered a successor or assign of Colorado Golf Club, LLC merely because such person or entity is the grantee of a deed from Colorado Golf Club, LLC. Notwithstanding the foregoing, a successor to Colorado Golf Club, LLC by merger or consolidation shall automatically be deemed a successor or assign of Colorado Golf Club, LLC as Declarant under this Declaration.

Section 2.10 - Declarant Control Period.

"Declarant Control Period" shall mean the period of time described in Section 8.5 "Declarant's Reserved Right to Appoint" of this Declaration, during which Declarant shall, among other things, have the sole and exclusive right to appoint the members of the Board of the Association.



COLORADO GOLF CLUB

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Section 2.11 - Declaration.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Colorado Golf Club, in its entirety, including the Plat and all other attached exhibits, all subsequent amendments and exhibits and all Supplemental Plats.

Section 2.12 - Design Guidelines.

"Design Guidelines" shall mean standards, rules and guidelines applicable to Single Family Detached Homes and Improvements promulgated and adopted by the Architectural Control Committee from time to time, all as more particularly described in Section 7.2 "Design Guidelines" of this Declaration. Different areas and types of Single Family Detached Homes and Improvements within the Community Area may have different Design Guidelines or specific requirements and/or restrictions as set forth in the Design Guidelines. In addition to the Design Guidelines, certain other restrictions for Lots and/or Single Family Detached Homes within the Community Area may appear on the Plat.

Section 2.13 - Development Period.

"Development Period" shall have the meaning assigned to such term in Section 12.1 "Period of Declarant's Rights and Reservations" of this Declaration.

Section 2.14 - District.

"District" shall mean the "Reata South Metropolitan District", a special district organized and operating pursuant to Title 32, C.R.S. to serve the needs of the Colorado Golf Club residential development. The District is a public entity with the power to finance, acquire, construct, operate, and maintain certain public infrastructure, including the power to provide streets, drainage, traffic and safety controls, sanitation and water facilities, recreation and other public improvements (such as mosquito control and telecommunications and transportation facilities) as needed to serve the Community Area in accordance with Colorado State law. Any District-owned public improvements will be acquired, constructed and funded by the District through the issuance of bonds and other multiple-fiscal year financial obligations and the imposition of District property taxes against Lots in the Community Area in accordance with statutory requirements. All streets and roads, together with certain other tracts and open space located within the Community Area will be owned by the District pursuant to the foregoing, and the Association shall not own or control any such streets, roads, tracts or open space owned by the District. Additional information regarding the District may be obtained from Declarant.

Section 2.15 - Equestrian Property.

"Equestrian Property" shall mean that portion of the Colorado Golf Club more particularly described in Exhibit "B" attached hereto, including Lot 142 identified on the Plat as the "Equestrian Center", which Equestrian Property shall contain a Single-Family Detached Home together with certain other Improvements to be located upon Lot 142 and approved pursuant to the provisions of this Declaration and associated with the operation of a first class horse and rider training facility upon the Equestrian Property. Notwithstanding any other provision of this Declaration, the entire Equestrian Property shall be subject to and governed by the terms and provisions of this Declaration.

Section 2.16 - Improvement.

"Improvement" shall mean any object, structure, thing or work of any kind constructed, installed, affixed, located or occurring upon any of the Lots within the Community Area, which changes the external appearance of any portion of the Lots within the Community Area from its external appearance as it existed immediately prior to the construction, installation, affixation, location or occurrence of the object, structure, thing or work. Improvements include but are not limited to buildings, outbuildings, hot tubs or spas, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, sprinkler pipes, roads, driveways, parking areas, screening walls, retaining walls, exterior stairs, fixtures, exterior lighting, landscaping, lawns, hedges, windbreaks, plantings, trees and shrubs, poles, signs, exterior tanks and exterior air conditioning, water softener fixtures, solar energy fixtures and equipment, grading and excavations. Improvements do not include any object, thing or work contained or occurring entirely within the interior of any building.



COLORADO GOLF CLUB

Section 2.17 - Lot; Lifestyle Lots.

"Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on Exhibit "A" or in any amendment to this Declaration adding real property to the Community Area, or which is shown as a Lot on the Plat or on any Supplemental Plat. The term "Lot" includes both Vacant Lots, as defined below in Section 2.28 "Vacant Lot", and Lots on which a structure intended for residential use has been completed and first occupied, and also includes the Equestrian Property. "Lifestyle Lots" shall mean those Lots which will be created within Lot 135 as shown on the Plat, which Lots are anticipated to be Lots 135-A through 135-Z and Lots 135-AA through 135-IL. All Lifestyle Lots shall be considered Lots under this Declaration and subject to all of the provisions hereof.

Section 2.18 - Member.

"Member" shall mean a member of the Association, who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

Section 2.19 - Mortgage.

"Mortgage" shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

Section 2.20 - Mortgagee.

"Mortgagee" shall mean a beneficiary or holder of a Mortgage.

Section 2.21 - Owner.

"Owner" shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Lot. Buyers under executory contracts of sale for any Lot are not Owners.

Section 2.22 - Person.

"Person" shall mean a natural person, a corporation, a partnership or any other public or private entity recognized as being capable of owning real property under Colorado law.

Section 2.23 - Plat; Supplemental Plat.

"Plat" shall mean that certain land survey plat of the Community Area recorded in the real property records of Douglas County, Colorado on December 20, 2005 at Reception No. 2005122094
"Supplemental Plat" shall mean any subsequent survey plat of the Community Area creating Lots subject to this Declaration.

Section 2.24 - Private Amenity/Private Amenities.

"Private Amenity" or "Private Amenities" means certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Community Area, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association or the District for recreational or other purposes on a club membership, daily fee, use fee, public, or private basis or otherwise, and may include, without limitation, the Colorado Golf Club Golf Course and all related and supporting facilities and improvements which are currently planned and are contemplated to be constructed adjacent to the Community Area (the "Colorado Golf Club Golf Course").

Section 2.25 - Related User.

"Related User" shall mean: (a) any Person who resides with an Owner within the Community Area; (b) a guest or invitee of an Owner; (c) an occupant, tenant or contract purchaser of any Single Family Detached Home; and (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of any of the foregoing Persons.

Section 2.26 - Rules and Regulations.

"Rules and Regulations" shall mean the rules and regulations adopted by Declarant and/or the Board of Directors as provided in Section 9.3 "Power to Adopt Rules and Regulations" of this Declaration.



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Section 2.27 - Single-Family Detached Home.

"Single-Family Detached Home" shall mean a Lot and a detached, free-standing house on that Lot that has been completed and first occupied for residential purposes. A Lot that contains a completed house that has never been occupied for residential purposes shall not be considered a Single-Family Detached Home, but shall be considered a Lot for purposes of the Assessments payable under this Declaration. A Lot that contains a completed Single-Family Detached Home that has been occupied for residential purposes at any time shall be considered a Single-Family Detached Home even if not occupied during any subsequent period.

Section 2.28 - Vacant Lot.

"Vacant Lot" shall mean a Lot on which a structure intended for residential purposes has not been completed and occupied for residential purposes. A Lot containing a structure intended for residential purposes that has been completed but never occupied shall be considered a Vacant Lot. A Lot that contains a completed structure intended for residential purposes that has been occupied for residential purposes at any time shall not be considered a Vacant Lot even if such structure is not occupied during any subsequent period.

ARTICLE 3**COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE COMMUNITY AREA****Section 3.1 - Property Uses.**

All Lots in the Community Area shall be used exclusively for private residential purposes; provided, however, that the Equestrian Property may additionally be used for the operation of a first class horse and rider training facility, all as more particularly described herein. No Single Family Detached Home erected or maintained within the Community Area shall be used or occupied for any purpose other than for a residence, except as provided below. No Lot or Single Family Detached Home may be sold, leased, conveyed, transferred or utilized in any fashion for the purpose of permitting any occupancy of the Lot or the Single Family Detached Home under any arrangement or species of vacation license or equity or non-equity membership entitlements or occupancy rights, nor may any Lot or Single Family Detached Home be sold, leased, conveyed, transferred or utilized in any manner that would permit the exercise of time share or interval ownership rights or their function equivalent with respect to any occupancy of the Lot or Single Family Detached Home, including, without limitation, "time share estates" as that term is defined in Section 38-33-110, Colorado Revised Statutes. This prohibition shall be construed in the most comprehensive fashion and is intended to disallow any form of short term or long term occupancy of a Lot or Single Family Detached Home by persons or entities holding rights or privileges derived under any form of contractual arrangement with an Owner (including any short or long term lease of a Lot or Single Family Detached Home) which has not previously been approved in writing by Declarant. No business, profession or other commercial activity shall be conducted within any Lot or Single Family Detached Home, with the express exception of the commercial activities associated with the first class horse and rider training facility contemplated for the Equestrian Property, and except as follows:

- (a) an Owner may lease or rent its Single Family Detached Home for private residential or living purposes;
- (b) any Owner, with Declarant's prior written consent which may be given or withheld in Declarant's sole and absolute discretion, may use any Single Family Detached Home as a model or sales unit; and
- (c) the occupants of a Single Family Detached Home may use computers, telephones, fax machines, other electronic devices and other office equipment for their own business activities or professional purposes within the Single Family Detached Home; provided, however, that all such business activities conducted within the Single Family Detached Home must at all times be: (i) incidental to the Single Family Detached Home's residential use and lawful and in compliance with all zoning requirements and other applicable laws and ordinances, (ii) conducted such that there are no outside employees, (iii) conducted entirely within the Single Family Detached Home, with no visible signage whatsoever, (iv) undetectable to any extent from outside the Single Family Detached Home by sight, sound, smell or otherwise, (v) require no parking or the physical presence of clients or customers and require no repeated or continual deliveries or shipping services, and (vi) otherwise conform to the Rules and Regulations from time to time on a



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uniform basis and to the other restrictions set forth in these Covenants. Uses described as "day care" or "child care" facilities (licensed or unlicensed) are expressly prohibited.

Section 3.2 - Improvements.

No Improvement shall be erected upon any Lot within the Community Area except Single Family Detached Homes and other Improvements, which have been approved by the Architectural Control Committee. No Improvement other than a Single Family Detached Home, and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other Improvement may be placed on any Lot before completion of the Single Family Detached Home upon such Lot except with the permission of the Architectural Control Committee.

Section 3.3 - Construction Type.

All construction shall be new. No building previously used at another location nor any building or Improvement originally constructed as a mobile dwelling may be moved onto a Lot except as expressly provided in Section 3.7 "Construction or Sales Offices" for temporary construction, sales or administration buildings.

Section 3.4 - Storage.

No building materials shall be stored on any Lot except temporarily during continuous construction of a Single Family Detached Home or other approved Improvement or its alteration or improvement.

Section 3.5 - Completion of Work.

A Single Family Detached Home shall not be occupied in the course of original construction until substantially completed and permissible under applicable law. All construction work, once commenced, shall be prosecuted diligently and continuously from the time of commencement until fully completed, and such construction shall not be permitted to cease for periods in excess of thirty (30) days until the applicable Single Family Detached Home is completed.

Section 3.6 - Construction Completion.

The exterior of all Single Family Detached Homes must be completed within one (1) year after the commencement of construction, unless otherwise extended by Declarant in its sole and absolute discretion, and landscaping and other Improvements on a Lot outside of a Single Family Detached Home must be completed within six (6) months after completion of the Single Family Detached Home, except where such completion is impossible due to seasonality, in which case such landscaping must be completed as soon as reasonably possible during the next growing season, or would result in great hardship due to strikes, fires, national emergency or natural calamities and except if the Architectural Control Committee approves a longer period of construction due to unusual circumstances. For purposes of this Section 3.6, "commencement of construction" for a Single Family Detached Home is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within the above time periods or such later time approved by the Architectural Control Committee, or if construction shall cease for a period of thirty (30) days without permission of the Architectural Control Committee, the Architectural Control Committee shall have the right to give the Owner of the Improvements involved written notice of such fact, and if construction on such Improvement is not diligently commenced within thirty (30) days after such notice, the unfinished Improvement or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 3.7 - Construction or Sales Offices.

Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the prior written permission of Declarant or the Architectural Control Committee. Model homes may be used and exhibited only with the prior written permission of Declarant or the Architectural Control Committee. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

Section 3.8 - Control During Construction.

During the period of construction of a Single Family Detached Home or other Improvements on a Lot, the Owner of the Lot or its contractor shall control dirt and dust, keep surrounding streets and roads reasonably



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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

clean and keep construction debris confined in a trash receptacle located upon the Lot. Trash and other construction debris shall be removed from the Lot at least once a week during the construction period, or when such trash receptacle becomes full. All construction debris which is blown by the wind shall be collected and placed in the trash receptacle, and all soil and debris flowing into the streets and roads or open spaces from the construction site shall be cleaned as needed. Excess excavation material shall be removed from the Lot and shall not be placed on adjacent Lots, on Common Properties areas or in the streets or roads. Owners are prohibited from spreading excess debris or materials over the remainder of the Lot, within preservation or open space areas, on adjacent Lots or any other areas without the express prior written consent of Declarant.

Construction debris may not be dumped or left on any Lot or on any of the Common Properties. Contractors, subcontractors and construction personnel shall not enter upon any Lot without the permission of the Owner of such Lot. The storage or placing of dumpsters, construction materials, construction equipment or other such materials on any street or road within the Community Area is prohibited at all times. No construction equipment, construction trailers or construction vehicles shall be left overnight on any street or road within the Community Area. All applicable OSHA regulations and guidelines must be strictly observed at all times. Contractors, subcontractors and construction personnel are further prohibited from bringing dogs and other pets to the construction site. Damage to any property other than the Owner's Lot shall be promptly repaired at the expense of the person or entity causing the damage. Reasonable efforts shall be made to control noise (including personal use of radios, CD and/or tape players), and odor emitted from a construction site. Owners shall be obligated to comply with all reasonable rules and regulations imposed by Declarant or the Architectural Control Committee pertaining to construction activities upon the Lot. Permitted construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. All construction offices, trailers, sheds or temporary structures of any kind within the Community Area must be approved by Declarant or the Architectural Control Committee prior to location, and must comply with any and all conditions, restrictions and time limitations imposed by Declarant or the Architectural Control Committee.

Section 3.9 - Natural Vegetation.

No trees, surface boulders, scrub oak or other natural vegetation shall be removed from any Lot, except as permitted by the Design Guidelines or with the prior approval of the Architectural Control Committee and except as provided in Section 5.11 "Lot Maintenance". All activities of all Owners concerning trees, scrub oak or other natural vegetation must be in full compliance with the United States Forestry Department Wildlife Mitigation and Forestry Management Plan and/or other applicable laws.

Section 3.10 - Drilling Structures.

No derrick or other Improvement designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot. The foregoing is not intended to prohibit temporary drilling to obtain samples in connection with the investigation of soils or temporary drilling necessary in the construction of Improvements.

Section 3.11 - Underground Utilities.

All utilities, except lighting standards and customary service devices for access and control, shall be installed underground.

ARTICLE 4

DENSITY, SETBACK AND QUALITY STANDARDS

Section 4.1 - Limitation on Single Family Detached Homes and Subdivisions.

No more than one Single Family Detached Home shall be erected or maintained within or upon any Lot, except as otherwise expressly permitted by Declarant in writing in Declarant's sole and absolute discretion. No Lot (other than those owned by Declarant) shall be replatted or otherwise subdivided without the approval of Declarant and the Architectural Control Committee. The foregoing shall not be deemed to disfavor lot line adjustments which do not result in an increase in the number of Lots and which are made to accommodate



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building plans approved by the Architectural Control Committee. This Section 4.1 does not apply to and shall not restrict Declarant's rights under Section 12.2 "Declarant's Development Rights" subsection (b).

Section 4.2 - Setbacks and Building Envelopes.

The setback distances of Single Family Detached Homes and other Improvements from Lot lines shall be in compliance with the requirements of the zoning code of Douglas County and any applicable subdivision plats and development plans approved by Douglas County. Declarant or the Architectural Control Committee, either in the Design Guidelines or in connection with the approval of Improvements pursuant to Article 7 "Architectural Control", may promulgate setback requirements and/or building envelopes for each of the Lots within the Community Area, which building envelopes may be more restrictive than the setbacks or other requirements established by Douglas County. All Owners will be required to construct their Single Family Detached Home upon the Lot in conformance with and honor such established building envelopes, and such compliance will be part of the approval process.

Section 4.3 - Dwelling Area Requirements.

The size of each Single Family Detached Home constructed after recording of this Declaration shall comply with the minimum square footage and maximum square footage restrictions and requirements set forth in the Design Guidelines and the Architectural Control Committee's approval process described in Article 7 "Architectural Control".

Section 4.4 - Height Restrictions.

The height of Single Family Detached Homes and other Improvements shall be in compliance with the zoning code of Douglas County and with any applicable subdivision plats and development plans approved by Douglas County. Declarant or the Architectural Control Committee may promulgate height restrictions that are more restrictive than those established by Douglas County, either in the Design Guidelines or in connection with the approval of Improvements pursuant to Article 7 "Architectural Control".

Section 4.5 - Exterior Colors and Materials; Illuminated Address Monuments or Columns and Mail Boxes.

All exterior colors and materials, including roofing materials, used on Single Family Detached Homes and other Improvements must be approved by the Architectural Control Committee. Acceptable materials and standards for approval shall be described in the Design Guidelines for a particular area. Installation of cedar or wood shake roofs and asphalt shingle roofs upon any Single Family Detached Home or other Improvement upon any Lot within the Community Area is expressly prohibited. All driveways associated with any Single Family Detached Home or other Improvement upon any Lot shall be constructed of asphalt (being hot paved asphalt, recycled asphalt materials being expressly prohibited) or concrete. Each Owner of a Single Family Detached Home shall be required to construct and maintain upon its Lot near the driveway entrance to the Lot an individual mailbox monument and an illuminated address monument or column identifying the address to such Owner's Lot, which mailbox monument and illuminated address monument or column may be combined, but shall in any event be subject to the prior written review and approval of the Architectural Control Committee with respect to its location, configuration, size, materials and general appearance, and which approvals must be obtained in connection with or concurrently with the Architectural Control Committee's granting of all other approvals for such Lot for the Single Family Detached Home and other Improvements associated with such Lot.

Section 4.6 - Antennae; Satellite Dishes; Interior Touch Panel Screen Systems.

Except as expressly set forth below in this Section 4.6, no towers, aerials, antennae, satellite dishes, microwave systems or other devices for reception or transmission of radio, television or other electronic signals, or other roof projections, including but not limited to lightning rods and weather vanes, shall be maintained on the roof or any other exterior location of a Single Family Detached Home, other Improvement or Lot, without the prior approval of the Architectural Control Committee. Notwithstanding any other provision of this Declaration, (a) satellite dishes designed to receive direct broadcast satellite service which are 18" or less in diameter, (b) satellite dishes designed to receive video programming services via multi-point distribution services which are 18" or less in diameter or diagonal measurement, or (c) antennae designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that all such Permitted Devices for a Single Family



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Detached Home, other Improvement or Lot are placed in the least conspicuous location thereon at which an acceptable quality signal can be received and are not visible from the street, Common Properties or neighboring Single Family Detached Homes, or are screened from the view from adjacent Single Family Detached Homes in a manner approved in writing by the Board of Directors, and provided further that all such Permitted Devices must be as small and unobtrusive as possible.

This Section 4.6 is intended to comply with the Telecommunications Act of 1996 and the rules and regulations promulgated by the Federal Communications Commission ("FCC"). Specifically, this Section 4.6 is not intended to unreasonably delay or prevent installation, maintenance or use of Permitted Devices, unreasonably increase the cost of installation, maintenance or use of Permitted Devices, or preclude reception of an acceptable quality signal. In the event that any portion of this Section is found to violate such Act or any rule or regulation of the FCC the portion of this Section 4.6 that is found to be in violation shall be stricken and the remaining provisions of this Section 4.6 shall remain in full force and effect.

Each Owner of a Single Family Detached Home shall be required to install and maintain within such Single Family Detached Home, at the Owner's sole cost and expense, one of the approved models of touch panel screen and communication systems, which systems will be installed throughout the Community Area and will provide in-home communications with the guard houses, the club house and related facilities associated with the Colorado Golf Club Golf Course, and certain other communication conveniences within the Community Area. All Owners will further be required, at the Owner's sole cost and expense, to subscribe to the minimum levels of service associated with such system.

Section 4.7 - Rebuilding or Restoration.

If any Single Family Detached Home or other Improvement is destroyed in whole or in part by fire, windstorm or from any other cause or act of God, it must be promptly rebuilt or all debris must be promptly removed and the Lot restored to a sightly condition. Such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed one (1) year after the date the damage occurred or such longer period of time as may be approved by the Architectural Control Committee due to unusual circumstances. If restoration, rebuilding or removal is not completed within the above time periods or such later time approved by the Architectural Control Committee, or if the restoration, rebuilding or removal shall cease for a period of sixty (60) days without permission of the Architectural Control Committee, the Architectural Control Committee will give the Owner of the Lot involved written notice of such fact, and if the restoration, rebuilding or removal of the Improvements is not diligently commenced within thirty (30) days after such notice, the damaged or destroyed Improvements shall be deemed a nuisance. The Association shall have the right thereafter to enter upon the Lot involved and remove the damaged or destroyed Improvements at the expense of the Owner. Such an entry and removal shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the removal.

Section 4.8 - Fences.

No fences, including, without limitation, perimeter fences or walls, shall be erected or maintained on any Lot; provided, however, that the foregoing shall not preclude architectural walls or other enclosures around patios or decks where such walls or enclosures are part of the Single Family Detached Home or other Improvements for which plans and specifications have been approved by the Architectural Control Committee as contemplated in Article 7 "Architectural Control" hereof, and provided further that Owners may be permitted to construct and maintain a dog run or similar pet area constructed with fencing materials and configured and located upon the Lot in accordance with plans and specifications approved in advance in writing by the Architectural Control Committee in its sole and absolute discretion. The foregoing notwithstanding, electronic fences shall be permitted upon any Lot and shall further be required for any Owners who wish to maintain pets upon their Lot and outside of their Single Family Detached Home.



ARTICLE 5

LIVING ENVIRONMENT STANDARDS**Section 5.1 - Building and Grounds Maintenance; Lawn Size Restrictions.**

Each Owner of a Single-Family Detached Home shall maintain the exterior of its Single-Family Detached Home and all other Improvements on its Lot in a state of good condition and repair and shall cause them to be repaired as the effects of damage or deterioration become apparent. Each Owner of a Single Family Detached Home shall keep any lawn on its Lot mowed and all landscaping properly maintained in a clean and neat condition. In connection with the maintenance of lawns upon Lots within the Colorado Golf Club, no Lot shall be permitted to contain an irrigated turf, sod or grass lawn which exceeds a maximum of 9,000 square feet, exclusive of other landscaping incorporated into the Lot. The foregoing restriction shall not preclude the Owner of the Equestrian Property from irrigating and maintaining a pasture upon the Equestrian Property, provided such pasture is maintained in a manner consistent with the operation of a first class horse and rider training facility.

Each Owner shall assure that all seasonal decorations and lighting are maintained in a neat and clean fashion during the applicable holiday season only, and shall promptly remove all such decorative lighting or holiday decorations following the passing of the applicable holiday season. If an Owner fails to properly perform such maintenance, Declarant or the Association may, after giving thirty (30) days' written notice and at the Owner's expense, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Community Area. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the repairs and maintenance.

Section 5.2 - Garage Doors; Garage Sales Prohibited.

Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage. Garage sales or other types of rummage sales shall not be permitted within the Community Area.

Section 5.3 - Outside Storage.

All yard maintenance equipment and other maintenance equipment, tools, ladders and materials shall be stored within the Owner's garage or within the Single Family Detached Home all so as not to be visible from neighboring property or adjoining street or road. No furniture, fixtures, appliances or other goods not in active use shall be stored outside of any Single Family Detached Home upon any Lot if such material is visible from another Lot, or from any Common Property or any street or road within the Community Area.

Section 5.4 - Clotheslines.

No outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods shall be placed on any Lot, and no laundry or wash shall be dried or hung outside any Single Family Detached Home or other Improvement or on the balconies, railings or other exterior features thereof.

Section 5.5 - Swingsets and Play Areas.

No swingsets, jungle gyms, slides or other similar Improvements may be installed, constructed or maintained on any Lot except in compliance with the Design Guidelines and except as approved in writing by the Architectural Control Committee prior to construction or installation thereof, which approval may be given or withheld in the Architectural Control Committee's sole and absolute discretion.

Section 5.6 - Refuse.

No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited on a Lot outside of any Single Family Detached Home or on Common Property so as to be visible from any Common Property or street or road, except during refuse collections. Trash and other refuse shall not be put out at the curb until the day it will be collected by a garbage collection service. All Owners shall be required, at the Owner's sole cost and expense, to engage the services of a waste collection service company retained by the Association for all Lots within the Community Area, which may be provided by contract with the District in the discretion of the Association and with District approval, and all Owners will be required



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to utilize the trash and refuse receptacles specified by the selected waste collection service company. All trash and refuse put out for collection must be in the prescribed receptacle and its lid must be secured to prevent trash from blowing away. After a period of two weeks of continued violation of this Section 5.6, Declarant or the Association shall have the right to enter upon the Lot or Common Property involved and remove such unsightly objects or materials at the expense of the Owner. Such an entry shall not be deemed a trespass and the Owner in violation of this Section 5.6 shall be liable for all costs incurred relative thereto.

Section 5.7 - Nuisances.

No noxious or offensive activity shall be carried on within any Single Family Detached Home or upon any Lot nor anything done therein or thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Single Family Detached Home or upon any Lot, and no annoying lights, sounds or odors shall be permitted to emanate from the same.

Section 5.8 - Sound Devices.

No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for security purposes shall be located, used or placed on any Single Family Detached Home or other Improvement. Notwithstanding the foregoing, with the prior approval of the Architectural Control Committee, an Owner may install exterior stereo speakers, provided that the sound levels from such speakers are not or may not be objectionable to neighbors, as determined by the Architectural Control Committee.

Section 5.9 - Outside Lighting.

All exterior lighting installed or maintained on any Single Family Detached Home or other Improvement must be approved by the Architectural Control Committee prior to installation.

Section 5.10 - Landscaping.

Each Owner shall prepare and submit to the Architectural Control Committee for approval a landscaping plan for such Owner's Lot, which landscaping plans shall be consistent with the restrictions and requirements set forth in the Design Guidelines. All landscaping as approved by the Architectural Control Committee shall be installed on the Lot within six (6) months after completion of construction of a Single Family Detached Home upon an Owner's Lot, except where such installation is impossible due to seasonality, in which case such landscaping must be completed as soon as reasonably possible during the next growing season, or except where the same would result in great hardship due to strikes, fires, national emergency or natural calamities, and except if the Architectural Control Committee approves a longer period of construction due to unusual circumstances. Following installation, all landscaping shall thereafter be maintained in a clean and neat condition, and the Lot shall be kept landscaped in accordance with the plans approved by the Architectural Control Committee.

Section 5.11 - Lot Maintenance.

All areas of every Lot shall be kept free from plants infected with noxious insects or diseases which, in the reasonable opinion of Declarant and the Association, constitute a nuisance or are likely to cause the spread of infection to neighboring property. The Owner of a Lot shall remove from the Lot dead plants, dead trees and dead brush, and any trash that may collect or accumulate on the Lot.

Section 5.12 - Grading Plans.

Declarant has not and will not grade any of the Lots within the Community Area, and all such grading associated with any such Lot shall be conducted by the Owner, at its sole cost and expense, and in compliance with grading plans submitted to and approved in writing by the Architectural Control Committee pursuant to this Section 5.12. Owners shall be required to submit a grading plan for the Lot which comply with the restrictions and requirements set forth in the Design Guidelines, and following the Architectural Control Committee's approval of any such grading plan, no material change may be made in the ground level, slope, pitch or drainage patterns of any Lot except after first obtaining the prior written consent and approval of the Architectural Control Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.



Section 5.13 - Transmitters.

No electronic or radio transmitter of any kind other than garage door openers, cellular telephones and remote control devices for televisions, stereos, video cassette recorders and similar equipment shall be operated in any Single Family Detached Home or upon any Improvement unless such devices can be operated without causing electronic or other interference to any other Single Family Detached Home or other Lot within the Community Area.

Section 5.14 - Animals; Equestrian Property.

No animals, except domesticated birds or fish and other small domestic animals permanently confined indoors and except for a maximum of two (2) domesticated dogs or two (2) domesticated cats, or an aggregate maximum of three (3) such domesticated dogs and/or domesticated cats, shall be kept or maintained in any Single Family Detached Home or upon any Lot within the Community Area, and then only if kept as pets; provided, however, that the Owner of the Equestrian Property shall, in addition to the foregoing animals, be permitted to maintain horses upon the Equestrian Property in connection with and in a manner consistent with the operation of the first class horse and rider training facility contemplated for the Equestrian Property. No animal of any kind shall be permitted which in the opinion of the Declarant or the Association makes an unreasonable amount of noise or odor or is a danger or a nuisance. No animals shall be kept, bred or maintained upon any Lot within the Community Area for any commercial purposes, with the express exception of the Equestrian Property upon which horses may be kept, provided the same are kept in connection with and in a manner consistent with the operation of a first class horse and rider training facility. No dogs or other pets shall be permitted to roam throughout the Community Area, or permitted to be chained or otherwise maintained outside of a Single Family Detached Home for any extended period of time even if upon the Owner's Lot, except within an area located entirely upon the Lot encircled by an electronic or invisible fence (which shall be required for all Owners wishing to permit their pets to be kept outside of their Single Family Detached Home), or within a fenced or enclosed pet area that has been previously approved in writing by the Architectural Control Committee and complies with the applicable Design Guidelines.

All pets shall be reasonably controlled by the owner whenever outside of a Single Family Detached Home and shall be kept on a leash when walking within the Community Area, and all pets shall be managed in such a manner as to not become a nuisance by barking or other acts. Each Owner shall be responsible for cleaning up its pets waste either upon such Owner's Lot or within the Community Area. The owners of the pet shall be responsible for all the pet's actions, and every Owner shall be obligated to compensate any person injured by such Owner's pet.. Pets shall not be permitted on the Colorado Golf Club Golf Course at any time, and Owners, by virtue of their ownership of a Lot within the Community Area, have no rights to enter upon or walk their pets upon the Colorado Golf Club Golf Course. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance within the Community Area or to nearby property or destructive of wildlife, the Declarant or the Association shall have the right to have such pet physically removed from the Community Area. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 9.6 "Power to Enforce Association Documents" below.

The Equestrian Property shall be used solely for the construction thereon of a Single Family Detached Home for private residential purposes, together with certain other Improvements approved pursuant to the provisions of this Declaration and associated with the operation of a first class horse and rider training facility. The Owner of the Equestrian Property shall at all time be required to maintain the Equestrian Property in a neat and clean manner, consistent with the requirements for all other Lots within the Community Area, except as otherwise expressly provided herein. The Owner of the Equestrian Property shall be required to at all times control all dirt and dust generated by or otherwise associated with the equestrian activities being conducted thereon, and to keep all areas clean and reasonably free from excessive accumulations of manure, hay and other such items associated with such equestrian activities, all so as not to cause a nuisance or otherwise unreasonably interfere with the use and enjoyment of any other Lots within or other portions of the Community Area.



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Section 5.15 - Parking of Vehicles.

All vehicles within the Community Area shall be maintained in accordance with the following requirements and provisions:

- (a) No motor vehicles owned, leased, rented or used by Owners or Related Users shall be parked overnight on any street or road within the Community Area.
- (b) No house trailer, camping trailer, horse trailer, camper, camper shell, boat trailer, hauling trailer, boat or boat accessories, tractor, commercial vehicle, recreational vehicle or equipment, motor home, mobile home, snowmobile, jet ski or other similar vehicle shall be parked overnight on any street or road within the Community Area or upon or within any Lot except in a completely enclosed building such as a garage. This applies to vehicles referred to above even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles." Pickup trucks having a 3/4 ton or less manufacturer's rated capacity, with or without bed toppers, and passenger vans for the private use of the residents of a Single Family Detached Home as primary transportation on a day-to-day basis, shall not be considered trucks for purposes of the foregoing restrictions. The foregoing notwithstanding, the Owner of the Equestrian Center shall be permitted to maintain one or more horse trailers upon the Equestrian Property, provided that: (i) all such horse trailers are in good condition and repair, (ii) all such horse trailers are maintained upon the Equestrian Property in a manner and location which minimizes, to the extent reasonably possible, the negative visual effects associated with maintenance of such horse trailers upon the Equestrian Property, and (iii) such horse trailers are maintained upon the Equestrian Property only in connection with and in a manner consistent with the operation of the first class horse and rider training facility contemplated for the Equestrian Property.

Section 5.16 - Inoperative Vehicles.

No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or road within the Community Area or within or upon any Lot in such a manner as to be visible at ground level from any other Lot or Single Family Detached Home, any street or road within the Community Area or any other Common Property. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by the Association.

Section 5.17 - Vehicle Repairs.

No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed garage which screens the sight and sound of the activity from adjoining streets and roads and from neighboring property, or except in emergencies and then only to the extent necessary to enable movement of the vehicle to a repair facility. All vehicles shall be muffled and maintained with minimum noise, order and emissions.

Section 5.18 - No Signs.

No sign of any kind shall be displayed to public view on any Lot or on or from any Single Family Detached Home except for signs permitted under applicable Design Guidelines or otherwise approved by the Architectural Control Committee. The foregoing restriction shall expressly apply to and include, without limitation, any and all real estate marketing, listing or other "for sale" or "for rent" signs; provided, however, that any Owner wishing to market and advertise its Lot and Single Family Detached Home for sale within the Community Area shall be permitted to display an universally designed marketing emblem upon the required illuminated address monument or column near the street or road adjacent to such Owner's Lot, which universally designed marketing emblem will be of a design, character and configuration determined by, and will be promulgated and made available by, the Architectural Control Committee for use throughout the Community Area. The Owner shall be entitled to display such universally designed marketing emblem only upon its illuminated address monument or column as an indication of such Owner's desire to sell or rent. No other such marketing or listing signs or "for sale" or "for rent" signs, emblems, banners, flags or other such marketing materials may be displayed upon any Lot within the Community Area.



Section 5.19 - Outdoor Burning.

There shall be no outdoor fires on any Lot or on the Common Properties, except fires in barbecue grills, and fires in outdoor fireplaces or fire pits contained within facilities or receptacles intended for such purposes. No Owner shall permit any condition on or in such Owner's Lot, which creates a fire hazard or is in violation of fire prevention regulations.

Section 5.20 - Golf Course Disclosures.

Owners, Related Users and their pets shall be obligated to refrain from any actions which would detract from the playing qualities of the Colorado Golf Club Golf Course adjacent to the Community Area. Such prohibited activities shall include, but shall not be limited to, burning materials where the smoke will cross the Colorado Golf Club Golf Course property; maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions; playing of loud radios, televisions, stereos or musical instruments; running, bicycling, skateboarding, crossing, walking, sitting, or trespassing in any way on the Colorado Golf Club Golf Course property; and picking up balls or similar interference with play. In addition, no Person shall, by virtue of this Declaration, have any right to use any portion of any golf cart path system, including any portion thereof which may be situated upon Common Properties, without the prior written approval of the owner of the Colorado Golf Club Golf Course. The Colorado Golf Club Golf Course and all related cart path systems and facilities are private property, and all Owners hereby acknowledge that no easement has been reserved or granted over or across such property for the benefit of the Owners, Related Users or their pets. This covenant is for the benefit of the Colorado Golf Club Golf Course adjacent to the Community Area and the owner thereof and persons playing golf on said golf courses and shall be enforceable, in addition to the Declarant or the Association, by the owner of the Colorado Golf Club Golf Course property.

Every Owner acknowledges that the Colorado Golf Club Golf Course exists immediately adjacent to the Community Area, and that certain Lots within the Community Area may be subject to certain effects from the use and occupation of the Colorado Golf Club Golf Course. Each Owner further acknowledges that such effects may include, without limitation, the periodic effects of golf tournaments, conferences or other group events conducted at the Colorado Golf Club Golf Course, which golf tournaments, conferences or other group events may result, without limitation, in the implementation of high security measures, the playing of music, the use of public address systems, the conducting of fireworks displays, and/or the presence of galleries or audiences upon the Colorado Golf Club Golf Course, and may further result in increased traffic levels from buses, shuttles, trucks or automobiles on the Colorado Golf Club Golf Course property.

Additionally, each Owner acknowledges that the proximity of the Colorado Golf Club Golf Course may further subject certain portions of the Community Area to certain periodic and unintentional affects from errant golf balls from the Colorado Golf Club Golf Course. In connection therewith, each Owner hereby expressly waives, to the fullest extent permitted by law, any and all claims, causes of action, liabilities or other rights such Owner may have against Colorado Golf Club, the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the District, the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); any officer, director, member, manager, or partner of any of the foregoing, or any officer or director of any partner of the foregoing, arising from or in any way associated with such errant golf balls or any damages resulting therefrom. Additionally, all Lots and other portions of the Community Area adjacent to the Colorado Golf Club Golf Course are hereby burdened with non-exclusive easements in favor of the owner of the Colorado Golf Club Golf Course in connection with its ownership and operation of the Colorado Golf Club Golf Course, and the respective operators and users thereof, for operation, maintenance and repair of the Colorado Golf Club Golf Course, and over spray of fertilizers, herbicides, pesticides and water (from any irrigation system).

Each Owner has been advised and understands, acknowledges and agree that the Colorado Golf Club Golf Course is not a part of the Community Area and that the Owners have no right, by virtue of their ownership of a Lot, to enter upon, occupy or otherwise in any way use the Colorado Golf Club Golf Course or any of its related facilities, club houses or other amenities, and that any such unauthorized use shall be deemed a



trespass, subjecting such Owner to all rights against such Owner at law or in equity. Maintenance of the Colorado Golf Club Golf Course may entail the use of fertilizers, herbicides, pesticides and the like which may be dangerous to pets. Pets have no right to be on any portion of the Colorado Golf Club Golf Course at any time, and under no circumstances will the owner of the Colorado Golf Club Golf Course, the Association, the Declarant or any member, manager, officer, director or partner of any of the foregoing, or the operator of the Colorado Golf Club Golf Course, be held liable for any injury to or death of pets resulting from their presence upon the Colorado Golf Club Golf Course.

ARTICLE 6

PRESERVATION AREAS

Section 6.1 - Preservation Areas.

Certain areas within the Community Area that are not suitable for development because of geologic constraints, natural drainage areas or steep slopes, including areas within Lots, may be designated on the Plat, a Supplemental Plat or a recorded subdivision plat approved by Douglas County as "Preservation Areas." Preservation Areas may be located upon and within the boundaries of certain of the Lots, and such Preservation Areas shall not be subjected to any kind of intensive or destructive use or activity which might otherwise result in avoidable damage to such areas, their animal life or existing natural growth. The following specific restrictions are imposed on the Preservation Areas:

- (a) no planting or cultivation shall be permitted except planting and cultivation of plants native to the region;
- (b) no alteration of ground conditions and no clearing of living growth shall be permitted, except for removal of plants infected with noxious insects or diseases and except as permitted by clause (a) above;
- (c) no improvements of any kind shall be permitted except for underground utility lines and those improvements constructed by the Declarant for drainage or slope stabilization;
- (d) no vehicles or conveyance devices of any type shall be permitted within the Preservation Areas except to preserve order or to protect, preserve or maintain the Preservation Areas;
- (e) no activity tending to produce litter shall be permitted;
- (f) no obstruction of any kind of the natural flow of water through any drainage channels or Preservation Areas shall be allowed;
- (g) no activity tending to weaken or destroy the animal habitat or to interfere with game trails shall be permitted;
- (h) no domesticated dogs or cats will be permitted in the Preservation Areas at any time, except that pets on leashes may be walked in the Preservation Areas; and
- (i) Preservation Areas may not be fenced, except temporarily during construction when a temporary fence will help preserve and protect the Preservation Areas.

ARTICLE 7

ARCHITECTURAL CONTROL

Section 7.1 - Architectural Control Committee.

Until such time as the Declarant elects to assign Declarant's right to appoint the Architectural Control Committee to the Board, which election may be made at any time, if at all, in Declarant's sole and absolute discretion, Declarant shall act as the Architectural Control Committee for the entire Community Area. After the right to appoint the Architectural Control Committee has been transferred to the Board, the Board shall create the Architectural Control Committee which shall thereafter consist of at least three (3) and not more than five (5) individuals, one (1) of whom, if there is a three (3) member Architectural Control Committee, and two (2) of whom, if there are more than three (3) members of the Architectural Control Committee, shall be appointed by Declarant for so long as Declarant desires to maintain such appointment right, and the balance



of whom shall be appointed by the Board. The members of the Architectural Control Committee established by the Board need not be Members of the Association or Owners of Lots within the Community Area. The Architectural Control Committee shall exercise the functions assigned to it by this Declaration and any applicable Design Guidelines, including reviewing and approving all plans for Improvements as provided in this Declaration.

Section 7.2 - Design Guidelines.

Declarant may, but is not obligated to, promulgate and adopt Design Guidelines for Improvements within the Community Area, which may be separate Design Guidelines for different areas within the Community Area. During the period that it acts as the Architectural Control Committee, Declarant shall have the right to modify, supplement, rescind or replace any Design Guidelines at any time, in its sole discretion. After the right to appoint the members of the Architectural Control Committee has been assigned to the Board or the District, the Architectural Control Committee shall have the right to modify, replace or rescind the Design Guidelines, at any time, in the sole discretion of the Architectural Control Committee. Notwithstanding the foregoing, no modification to the Design Guidelines made by either Declarant or an Architectural Control Committee may result in a provision that contradicts or conflicts with any express provision of this Declaration or is contrary to the general intent or purposes of this Declaration. Design Guidelines may regulate, among other things, the following matters:

- (a) Site Location:
 - (i) location of a Single Family Detached Home on a Lot;
 - (ii) orientation of a Single Family Detached Home to Lot lines or within building envelopes;
 - (iii) site coverages;
 - (iv) setbacks; and
 - (v) disturbance of on-site vegetation.
- (b) Architectural Design:
 - (i) Single Family Detached Home and Improvement heights;
 - (ii) exterior materials and colors;
 - (iii) elevations;
 - (iv) roof lines and roofing and gutter materials; and
 - (v) exterior lighting.
- (c) Site Accessories:
 - (i) entrances to Lots and driveway layout;
 - (ii) walkways on Lots;
 - (iii) parking areas within Lots;
 - (iv) placement and screening of satellite dishes;
 - (v) patios, decks, exterior stairways, sitting areas, barbecue pits and facilities, outdoor fire pits, accessory buildings or other Improvements;
 - (vi) hot tubs and swimming pools; and
 - (vii) tennis courts, basketball courts and backboards and other athletic or sports or play area equipment and facilities.
- (d) Landscape Design:
 - (i) plant materials, tree and shrub selections and xeriscape designs and selections;
 - (ii) amount and types of landscaping required;
 - (iii) preservation of vegetation;
 - (iv) maintenance guidelines; and
 - (v) irrigation systems and drainage systems.
- (e) Approval Processes:
 - (i) documentation required for review and approval; and
 - (ii) time periods for review and approval.



All Improvements, including those on the Common Properties, shall be constructed or installed in compliance with the requirements of this Declaration and with any applicable Design Guidelines as they exist at the time of approval of plans pursuant to this Article 7.

Section 7.3 - Approval Required.

No Improvement shall be placed, erected, installed or permitted to occur or exist on any Lot or on the exterior of any Single Family Detached Home, nor shall the exterior of any existing Improvements or Single Family Detached Home be altered in any way, nor shall any construction be commenced on any Single Family Detached Home or other Improvements, unless and until the plans and specifications for such Single Family Detached Home and/or other Improvements shall have been submitted to and approved in writing by the Architectural Control Committee. Matters which require the approval of the Architectural Control Committee include, but are not limited to:

- (a) the construction, installation, erection or expansion of any Single Family Detached Home or any building, structure, or other Improvements (as defined in Section 2.16 "Improvement");
- (b) the installation of landscaping (being both hard and soft landscaping, and any proposed xeriscaping);
- (c) the demolition or destruction, by voluntary action, of any Single Family Detached Home or any building, structure or other Improvements (as defined in Section 2.16 "Improvement");
- (d) the grading, excavation, filling or similar disturbance to the surface of the land of any Lot or other area within the Community Area; and
- (e) any change or alteration of any previously approved Single Family Detached Home or any building, structure or other Improvements (as defined in Section 2.16 "Improvement"), including but not limited to any change of exterior appearance, finish material, color or texture.

Section 7.4 - Plans Submissions.

All plans, samples and other materials to be submitted to the Architectural Control Committee shall have been prepared on behalf of the submitting Owner by a licensed architect and/or engineer in good standing in the State of Colorado, and all plans and drawings for all Single Family Detached Home and other Improvements for any Lot within the Community Area shall be original in design, specifically prepared for such Owner and the Lot in question. All such plans, samples and other materials shall be submitted in duplicate, and the required scale of various kinds of plans shall be set forth in the applicable Design Guidelines. Concurrently with an Owner's submission of any such plans, samples or other materials, such Owners shall be required to submit a certificate executed by such Owner and such Owner's licensed architect and engineer in a form acceptable to the Architectural Control Committee, confirming that the Owner, together with such Owner's licensed architect or designer, have read and understand all of the requirements of the Design Guidelines, and that the documents, plans and materials being submitted comply therewith to the best of such Owner's and its architect's and engineer's knowledge and understanding. In addition, and concurrently with or prior to an Owner's submission of such plans, samples and materials to the Architectural Control Committee, each Owner shall submit a letter of credit in the amount of no less than \$100,000.00 issued by a financial institution acceptable to, and issued in favor of and in a form and substance acceptable to, the Architectural Control Committee and/or the Board, which letter of credit shall serve as security for such Owner's compliance with and construction in accordance with any final plans for construction of the proposed Single Family Detached Home and related Improvements upon such Owner's Lot within the Community Area approved by the Architectural Control Committee. The Architectural Control Committee and/or the Board shall have the right to call upon such letter of credit in the event any such Owner fails to construct in compliance with the approvals issued by the Architectural Control Committee.

The plot plan in this required scale shall show the location of the Single Family Detached Home together with all other buildings, drives, driveways, walks, walkways, landscaped areas, patios, decks, sitting areas and any and all other Improvements. Proposed new contours throughout the Lot and abutting street elevations on all sides shall also be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the specific type and brand of materials to be used and designate each exterior color to be used by means of actual color samples. In addition, the Architectural Control Committee shall have the right to require that all such plans, samples and materials be submitted in an electronic format, and that three-dimensional architectural models be submitted in connection with any proposed Improvements, all being sufficient in detail so as to enable



the Architectural Control Committee to understand the proposed location, configuration and dimensions of the proposed Improvements relative to neighboring properties and other Lots and areas within the Community Area.

Section 7.5 - Approval Process.

All action required or permitted to be taken by the Architectural Control Committee shall be in writing and any such written statement shall establish the action of the Architectural Control Committee and shall protect any person relying on the statement. The procedure for submitting requests and obtaining approvals shall be as set forth in the applicable Design Guidelines, which further sets forth the time periods for the Architectural Control Committee's response, which may include approval or disapproval of the proposed plans, approval with conditions or may include recommendations for changes or adjustments, all as deemed necessary or appropriate by the Architectural Control Committee. If the Architectural Control Committee does not timely respond to any submitted proposal, the plans shall be deemed disapproved. The Architectural Control Committee shall have the right to employ or engage consultants or other architects or professionals to assist in the review of the plans, samples and materials so submitted, and the Architectural Control Committee shall further have the right to be reimbursed by the submitting Owner for all reasonable fees and expenses, including legal fees and the cost and expenses of such other consultants and professionals, incurred in its review of plans, samples and materials submitted pursuant to this Declaration, and shall be entitled to retain one (1) copy of all approved plans as part of its files and records. Once the Architectural Control Committee has approved any submitted plans and construction documents, it shall issue a letter of approval to the Owner (the "Approval Letter"). The Owner or the Owner's contractor may apply for building permits only after receiving the Approval Letter. No construction may begin until the required permits have been issued. Approvals of all plans and specifications for an Improvement will automatically expire within one year after the date of the Approval Letter if construction is not commenced within that time period. If approval so expires, the applicant must resubmit a request for approval of the Improvement in accordance with the foregoing procedures.

Section 7.6 - Approval Standards.

All Improvements to be constructed or installed upon any Lot within the Community Area must comply with the applicable Design Guidelines and this Declaration, except to the extent the Architectural Control Committee grants a waiver or variance from the requirements of this Declaration and/or the Design Guidelines. In granting or withholding approval of matters submitted to it, the Architectural Control Committee shall consider the intent and purposes of this Declaration, specific requirements and restrictions set forth in this Declaration and the specific standards and specifications set forth in any applicable Design Guidelines. The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines the proposed Improvement is not consistent with the Design Guidelines or any provision of this Declaration; if the plans and specifications submitted are incomplete; or if the Architectural Control Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Community Area, the Association, the District or the other Owners. The Architectural Control Committee shall further have the right to grant variances from or waivers of the specific requirements of this Declaration and/or the Design Guidelines when it determines, in its sole and absolute discretion, that any such waiver or variance is appropriate and not contrary to the best interest of the Community Area and the Colorado Golf Club development. The Architectural Control Committee shall, as part of the approval requirements, require certification of the final plans and specifications by a professional architect or engineer licensed in Colorado. The decisions of the Architectural Control Committee shall be final and binding.

Section 7.7 - Variances from Governmental Requirements.

Before submitting a request for a building, subdivision, zoning or any land use variance to Douglas County or other governmental agency, an Owner must submit its request to Declarant and the Architectural Control Committee for review and approval in accordance with this Article 7, and no such submittal shall be permitted without prior written approval from the Architectural Control Committee.

Section 7.8 - No Liability.

Neither Declarant, the Board, the Architectural Control Committee, nor any member of the Board or the Architectural Control Committee shall be liable for damages or otherwise liable to anyone submitting plans



to them for approval or requesting a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve any plans, specifications or variance. The Architectural Control Committee's approval of any submitted plans and construction documents refers only to the conformity with the Design Guidelines and the comparability with the surrounding Community Area, and shall not be deemed to indicate approval of such plans and construction documents for architectural, structural or engineering design, or for compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, nor shall such approval imply that the approved location of Improvements is compatible with the locations of utility lines that may exist on the Lot in question or on neighboring land. It shall be the sole responsibility of the Owner or other person submitting plans to the Architectural Control Committee to comply with all codes, ordinances and regulations and to verify the locations of all utility lines and easements. Declarant, the Board, the District and the Architectural Control Committee shall have no liability or responsibility therefore or for any defect in any structure constructed from such plans and construction documents, and each Owner hereby protects, defends, indemnifies and holds Declarant, the Board, the District and the Architectural Control Committee harmless from and against any and all losses, costs, claims, demands, damages, suits or liabilities, including reasonable attorneys' fees, court costs and the cost of expert witnesses, arising from or otherwise in any way associated with such Owner's constructed Improvements in accordance with such plans and construction documents.

ARTICLE 8

ASSOCIATION OPERATION; DECLARANT'S RIGHT TO DELEGATE ASSOCIATION RESPONSIBILITIES TO THE DISTRICT

Section 8.1 - Association Structure.

The Association has been formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Association Documents. The Association shall have a Board of Directors to manage its affairs.

Section 8.2 - Board of Directors.

The affairs of the Association shall be managed by a Board of Directors. The number, terms and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration or by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, Related Users and other Persons. The Declarant shall have the right to appoint the members of the Board of Directors for the Declarant Control Period; thereafter, the Board of Directors shall be elected by the Members.

Section 8.3 - Membership in Community Association.

Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that an Owner may assign its rights of use, access and occupancy to a Related User, contract purchaser, mortgagee or beneficiary of a deed of trust, and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of Owner under the Association Documents. Any such rights acquired by a contract purchaser, mortgagee or beneficiary of a deed of trust shall be extinguished automatically upon termination of the sales contract, tenancy, mortgage or deed of trust. The assignment of any rights by an Owner pursuant to this Section shall be in writing and delivered to the Association. An Owner may not assign its voting rights, except by valid proxy executed and delivered in accordance with applicable law and the Association's Bylaws. An Owner is



permitted to grant a proxy only to its spouse, an adult child residing in the Owner's Single Family Detached Home upon such Owner's Lot or another Member of the Association. All rights, title and privileges of membership shall be subject to the Association Documents.

Section 8.4 - Voting Rights of Members.

Following expiration of the Declarant Control Period, Members shall have the right to cast votes for the election of the Board of Directors and on other matters to be voted on by the Members, all as provided in the Association Documents or as determined by the Board. One (1) vote is allocated to each Lot, and Members shall have one (1) vote for each Lot owned. If more than one Person is the Owner of a Lot, the vote allocated to that Lot may be divided fractionally among the Owners in any manner they agree upon, or equally among them if they are unable to agree; provided, however, that not more than one vote may be cast for any one Lot. Voting rights and procedures may be further defined in the Articles of Incorporation and Bylaws of the Association. Notwithstanding the foregoing, Declarant shall have the reserved rights set forth in Section 8.5 "Declarant's Reserved Right to Appoint" below.

Section 8.5 - Declarant's Reserved Right to Appoint.

Notwithstanding any contrary provision of this Declaration, Declarant hereby reserves the right to appoint the members of the Board of Directors, at all times subsequent to the date of recordation of this Declaration and prior to Declarant's assignment of such right to the Members as evidenced by written notice from the Declarant to the President or Secretary of the Association of the Declarant's intent to terminate and assign its right to appoint the members of the Board of Directors.

Section 8.6 - Declarant's Right to Delegate Covenant Enforcement Rights and Design Review Services to the District.

Pursuant to the provisions of Section 32-1-1004 et. seq. of the Colorado Revised Statutes, Declarant hereby reserves the right, at any time, to delegate to and cause the District to furnish either or both of the covenant enforcement and design review services contemplated by this Declaration for the Community Area, which Community Area is located wholly within the boundaries of the District. This provision is intended to meet the requirements of Section 32-1-1004(8)(a)(ii) naming the District as the enforcement and/or design review entity upon Declarant's delegation of the same. In the event of Declarant's delegation of such enforcement and design review services, which shall not be deemed to have occurred unless and until Declarant expressly evidences its intent to make such appointment in writing, the District shall thereafter appoint the Architectural Review Committee pursuant to the provisions of this Declaration, and shall undertake all other actions of the Association with respect to such enforcement actions under the Declaration, all as applicable and to the extent of such delegation.

ARTICLE 9

DUTIES AND POWERS OF ASSOCIATION

Section 9.1 - General Duties and Powers of Association.

The Association has been formed to further the common interests of the Members. The Association, acting through the Board or representatives to whom the Board has delegated such powers, shall have the duties and powers given nonprofit corporations, and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members and to improve and enhance the attractiveness, desirability and safety of the Community Area.

Section 9.2 - No Ownership of Common Property.

The Association under this Declaration does not own or control any Common Properties, all such Common Properties being owned and controlled by the District which, pursuant to its governing documents and pursuant to any deed restrictions or covenants that might be set forth in any deed conveying such Common Properties from Declarant to the District, shall manage, operate, care for, maintain and repair all Common Properties owned by



the District, if any, and keep the same in an attractive and desirable condition for the use and enjoyment of the parties benefited by the District.

Section 9.3 - Power to Adopt Rules and Regulations.

The Association may, but is not obligated to, adopt, amend, repeal and enforce such Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use of the Lots within the Community Area. Any such Rules and Regulations shall be reasonable and uniformly applied as determined by the Declarant and/or the Board, as applicable, in their respective sole discretion. Rules and Regulations shall be effective upon adoption by the Declarant or by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any Rule or Regulation shall be provided to all Owners of Lots within the Community Area, and copies of the currently effective Rules and Regulations shall be made available to each Owner of a Lot upon request and payment of the copying cost. Each Owner, Related User, Member and other Person shall comply with such Rules and Regulations and shall see that Related Users of such Member comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 9.4 - Power to Provide Security.

The Association shall have the power, but not the obligation, to elect to provide for the security of the Owners by operating one or more guard houses at entrances to the Community Area, restricting access to the Community Area, hiring a security patrol and performing any other functions relating to safety and security authorized by the Board or the Members. It is expected that the District will provide these services and facilities. Neither the Association, the District, the original Declarant nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Community Area, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or other measures, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Single Family Detached Home that the Association, its Board of Directors, Declarant, and any successor Declarant are not insurers and that each Person entering upon the Community Area assumes all risks of personal injury and loss or damage to property, including Single Family Detached Homes and the contents of such Single Family Detached Homes, resulting from acts of third parties.

Section 9.5 - Power to Enforce Association Documents.

The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Board deems necessary or desirable to cause compliance by each Member, other Person, and Related Users of each Member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Association Documents by any one or more of the following means: (a) by entry upon any Lot within the Community Area after any notice and hearing required by the Association Documents (unless a bona fide emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Association Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Association Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Association Documents; (d) by exclusion, after any notice and hearing required by the Association Documents, of any Member, Related User or other Person from use of any Common Properties for a period not to exceed sixty (60) days as a penalty for any breach of the Association Documents by a Member, Related User or other Person; (e) by suspension, after notice and hearing, if any, required by the Association Documents, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of such Member of the Association Documents, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (f) by levying



and collecting a Site Assessment against any Member for breach by the Member or a Related User of such Member of the Association Documents, after notice and hearing, if any, required by the Association Documents, unless the violation consists of failure to pay any Assessment, in which case notice and hearing shall not be required; (g) by levying and collecting, after any notice and hearing required by the Association Documents, reasonable and uniformly applied fines and penalties from any Member, Related User or other Person for breach by such Member, Related User or other Person of the Association Documents; (h) by performing any duty of any Member, Related User or other Person or correcting any violation or breach of the Association Documents and obtaining, upon demand, reimbursement for all expenses related thereto as a Site Assessment, and (i) by exercising any right or remedy permitted by law or in equity.

In addition, the Board may elect to enforce any provision of the Association Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and the physical removal of pets that are in violation of pet rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the Bylaws of the Association. Additional enforcement rights under this Declaration are set forth in Section 17.7 "Persons Entitled to Enforce Declaration" below.

Section 9.6 - Power to Grant Easements.

The Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under Lots for any lawful purpose, including without limitation the provision of emergency services, utilities, telephone, television, or other uses or services to some or all of the Members; provided, however, that no such easements shall encroach upon any existing improvements or cause any unreasonable interference with the use of any such Lot.

Section 9.7 - Power to Employ Managers.

The Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management of any functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to the manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, power and functions. In addition to a manager, the Association may employ and pay a consultant, which may be Declarant, an affiliate of Declarant or a third party, to assist in operating and managing the Association after Declarant's reserved rights under Section 8.5 "Declarant's Reserved Right to Appoint" terminate.

Section 9.8 - Power to Designate Trails.

The Declarant reserves for itself, its successors and assigns, and the Association, the right to designate certain areas within the Community Area to be used as recreational bike and pedestrian pathways and trails ("Trail System"). Each Owner acknowledges, understands and covenants to inform the Related Users of such Owner's Lot, that the Community Area may contain a Trail System and that there may be certain inconveniences and loss of privacy associated with the ownership of Lots adjacent to such Trail System resulting from the use of the Trail System by the Declarant, the Association, its Members, Related Users and the public.

Section 9.9 - Power to Contract with the District to Provide Services.

The Association, through the Board, shall have the power, but not the duty, to contract with the District to implement any contract it may have with a solid waste collection provider to provide solid waste disposal services to all Lot Owners within the Community Area, including the power to contract with the District to charge a service fee for such service to each Lot Owner. The Association, through the Board, shall further have the power, but not the duty, to contract with the District to provide or implement such other services, including security services, and the Association and the District shall deem mutually acceptable.

Section 9.10 - Other Powers.

The Association shall have the power, but not any duty, to sponsor or conduct various community activities or special events of a social or recreational nature and to provide general services that may include, without limitation, community newsletter, radio broadcast, cable television services and similar services.



ARTICLE 10

COMMON PROPERTIES

Section 10.1 - Rights of Owners and Right of the District to Regulate Use.

Pursuant to the governing documents and other governmental rights and regulations established in connection with the District and its ownership of the Common Properties, each Owner is intended to have a perpetual and nonexclusive easement for ingress and egress on, over and across all streets and roads that are Common Properties owned by the District for access to such Owner's Lot and other portions of the Community Area; provided, however, that all such rights are established pursuant to the documents associated with the formation and governance of the District, and not by virtue of this Declaration as neither the Declarant or the Association own any such Common Properties. Such easements are intended by the District documents to be appurtenant to each Owner's Lot. Each Owner shall have the right to use Common Properties owned by the District on terms and conditions promulgated by the District documents or rules and regulations. The District has the power to regulate use of Common Properties owned by the District to enhance further the overall rights of use and enjoyment of all Members, including imposing limits on the times of use of and numbers of guests permitted to use Common Properties. The District has the power to restrict Members from using portions of the Common Properties owned by the District that have not been specifically designated for Member use.

Section 10.2 - Damage to Common Properties.

In the event of damage to or destruction of all or a portion of the Common Properties due to fire or other adversity or disaster, the District shall have all responsibility for maintenance, repair and replacement, subject to Colorado State law. The District shall further, in its discretion, determine the insurance coverages with respect to such damage or destruction as it may determine to obtain or determine to be insufficient to repair and reconstruct the damage or destruction, all in the discretion of the District. All Owners acknowledge that the Declarant and the Association, by virtue of this Declaration, do not control the actions or requirements of the District or its maintenance, repair or replacement of any of the Common Properties owned by the District within the Community Area.

Section 10.3 - Liability of Owners for Damage.

Each Owner shall be liable to the District for any damage to Common Properties or for any expense or liability incurred by the District that may be sustained by reason of the negligence or willful misconduct of such Owner or a Related User of the Owner, and for any violation by such Owner or Related User of the Association Documents. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Site Assessment against a Lot, Member, Owner, Related User or other Person to cover the costs and expenses incurred by the Association on account of any such violation of the Association Documents, including without limitation, interest, costs, expenses and attorneys' fees.

ARTICLE 11

ASSESSMENTS

Section 11.1 - Obligation for Assessments.

Each Owner, for each Lot owned within the Community Area, by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all Assessments described in this Article 11, which shall be both a personal obligation of the Owner and a lien against its Lot. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to it and/or its Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them, but the lien for Assessments created by this Declaration shall survive any transfer of a Lot or any interest in a Lot. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of the Common Properties, by abandonment or leasing of its Lot, or by asserting any claims against the Association, the Declarant or any other Person. In addition to its obligation to pay Assessments, each Owner shall have the obligation to pay real property taxes and special assessments imposed by Colorado governmental



subdivisions against its Lot, including any taxes attributed to and payable to the District as provided by Colorado State law. All property dedicated to and accepted by a public or governmental authority, including the District, and the Common Properties owned by the District, shall be exempt from Assessments.

Section 11.2 - Purpose of Assessments.

The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners as provided in this Declaration and other Association Documents.

Section 11.3 - Common Assessments.

The Common Assessments will be levied to pay expenses of the Association, including but not limited to the following common expenses:

- (a) expenses of management of the Association and its activities;
- (b) premiums for all insurance that the Association is required to maintain or chooses to obtain;
- (c) common services to Owners as approved by the Board, including, without limitation, design review services and enforcement actions under this Declaration;
- (d) repairs and maintenance that are the responsibility of the Association, if any;
- (e) wages for Association employees and payments to Association contractors;
- (f) taxes, if any, payable by the Association;
- (g) legal and accounting fees for the Association;
- (h) any deficit remaining from a previous Assessment year;
- (i) the creation of reasonable contingency reserves, surpluses, sinking funds and adequate reserve funds for Association activities;
- (j) the creation of reasonable contingency reserves for any applicable insurance deductibles and emergencies; and
- (k) any other costs, expenses and fees that may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration.

Common Assessments shall be paid monthly as provided in Section 11.4 "Common Assessment Procedure" below.

Section 11.4 - Common Assessment Procedure.

Common Assessments shall be determined based on an annual budget adopted by the Board. The annual Common Assessment established by the Board shall be payable in advance in equal monthly installments, unless otherwise determined by the Board. All payments of Common Assessments shall be due and payable on the due dates declared by the Board. Each Owner, including Declarant, who owns or acquires a Lot shall become responsible for Common Assessments as of the date of closing, i.e., the date the conveyance of title to that Lot to the Owner in question ("Closing"). Any Common Assessments payable for the period from the date of Closing to the next payment date for Common Assessments shall be prorated and the Owner shall pay such prorated Common Assessments to the Association at Closing.

Section 11.5 - Rate of Assessments.

Common Assessments and Special Assessments shall be sufficient to meet the expected expenses of the Association as reflected in the approved budget. Common Assessments and Special Assessments for Single-Family Detached Homes shall be different than the Common Assessments and Special Assessments for Vacant Lots. The Common Assessments and Special Assessments payable with respect to Single-Family Detached Homes shall be two times the Common Assessments and Special Assessments for Vacant Lots. Common Assessments and Special Assessments shall be determined according to the following formula:

$$Y = \frac{CE}{(VL) + 2(SFH)}$$

In the foregoing formula, "VL" is the number of Vacant Lots within the Community Area, "SFH" is the number of Single-Family Detached Homes within the Community Area, and "CE" is the total expenses of the Association for the period in question to be paid by Common Assessments or Special Assessments, as the case may be, as determined by the approved budget. When these numbers are inserted in the equation and it is solved for Y, Y



will be the annual Common Assessment or the Special Assessment for a Vacant Lot and two times Y will be the annual Common Assessment or Special Assessment for a Single-Family Detached Home. If a structure intended for residential use is completed and occupied on a Vacant Lot after the Common Assessment for a year has been levied and paid, the Common Assessment for the Single-Family Detached Home resulting from completion and occupancy of the residential structure shall be adjusted, as of the date of first occupancy, to the higher Common Assessment rate applicable to Single-Family Detached Homes, and the Owner shall pay a prorata portion of the adjusted Common Assessment for the remainder of the year upon receipt of a billing statement delivered to such Owner by the Association.

Section 11.6 - Special Assessments.

In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy Special Assessments for the purpose of raising funds to offer the services authorized in this Declaration; to correct any deficit or cost overrun; or to repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration, including, without limitation, any enforcement actions required under this Declaration. From and after the Declarant Control Period, but not before, the Board may levy any Special Assessment only by calling a special meeting of the Members which shall be held in accordance with the Association's Bylaws and at that meeting at least 67 percent of the total votes held by all Members of the Association (not just those Members present at the meeting) must be cast in favor of the Special Assessment. The Association shall notify Owners in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified. The amount of any Special Assessment shall be determined in accordance with Section 11.5 "Rate of Assessments" above.

Section 11.7 - Site Assessments.

The Board of Directors may levy a Site Assessment against any Owner or Lot if the acts or omissions of the Owner or a Related User cause any violation of the Association Documents or cause any loss or damage to the Association or Common Properties or cause an expenditure of funds in connection with the enforcement powers of the Association. Any such Site Assessment may include all costs and expenses incurred by the Association on account of such acts or omissions of the Owner, or Related User, including without limitation interest and attorneys' fees. Except for a default consisting solely of a failure to timely pay any Assessment, including without limitation Special Assessments or Common Assessments, which shall not require any notice and hearing, a Site Assessment shall be levied only after such notice and hearing, if any, as may be required by the Association Documents. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is owing. Imposition or non-imposition of Site Assessments shall not preclude the Association from pursuing simultaneously or subsequently all other legal or equitable rights and remedies.

Section 11.8 - Costs of Enforcement, Late Charges and Interest.

If any Assessment is not paid within ten (10) days after it is due, the Member, Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation reasonable attorneys' fees, court costs, witness expenses and all related expenses, and to pay a reasonable late charge to be determined by the Board. Any Assessment that is not paid within ten (10) days after the date of any notice of default given under Section 11.9 "Notice of Default and Acceleration of Assessment" shall bear interest from the due date at a rate determined by the Board, not to exceed the lesser of twenty-one percent (21%) per annum or the maximum rate permitted by law, from the due date until paid.

Section 11.9 - Notice of Default and Acceleration of Assessments.

If any Assessment is not paid within ten (10) days after its due date, the Board of Directors may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of mailing of the notice by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for the Assessment against the Lot of the Owner. A default shall not be considered cured unless the past due sums, collection expenses and all sums coming due through the date of payment are paid to the Association.



Section 11.10 - Remedies to Enforce Assessments.

Each Assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. In the event of a default in payment of any Assessment, the Board may, in addition to any other remedies provided under the Association Documents or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as provided in Section 11.11 "Lien to Enforce Assessments". Any judgment in a lawsuit rendered in favor of the Person seeking to enforce an Assessment obligation shall include any late charge, interest and other costs of enforcement against the defaulting Owner, including without limitation reasonable attorneys' fees.

Section 11.11 - Lien to Enforce Assessments.

The Association shall have a lien for Assessments (the "Lien") against a Lot for any Assessment levied against that Lot or fines imposed against its Owner. Fees, charges, late charges, attorney fees, fines, and interest are enforceable as Assessments under this Section 11.11. If an Assessment is payable in installments, each installment is a Lien from the time it becomes due, including the due date set by the Association's acceleration of installment obligations. In addition to or in lieu of bringing suit to collect Assessments, the Association may foreclose its Lien as provided by law and in this Section 11.11. The Board may elect (but is not required to) to file a claim of lien against the Lot of the defaulting Owner by recording a notice ("Notice of Lien") substantially setting forth: (a) the amount of the claimed delinquency; (b) the interest and expenses of collection that have accrued; (c) the legal description and street address of the Lot against which the lien is claimed; and (d) the name of the record Owner of such Lot. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall be prior to (a) all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the Assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot and (b) any declaration of homestead rights recorded after the time that the Lot becomes part of the Community Area. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver by the Owner of the homestead exemption as against said Lien. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including without limitation all court costs, recording costs and filing fees, have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien, if recorded, upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the Lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including deeds of trust), or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same.

Section 11.12 - Reserve Fund.

The Board may, at its option, require the Owner of a Lot, at or after the time when that Owner becomes obligated to pay Common Assessments under Section 11.4 "Common Assessment Procedure", to make a one-time nonrefundable contribution to the Association of an amount not to exceed three times the monthly Common Assessment then in effect for a Lot, which may be collected on the date of delivery of the deed conveying a Lot to the Owner or on a later date determined by the Board. All such contributions shall be maintained in a non-segregated reserve fund account for the use and benefit of the Association for, among other purposes, meeting unforeseen expenditures or purchasing additional equipment, property or services. The reserve fund contribution shall be in addition to all other Assessments, and shall not relieve the Owners from paying all Assessments as they come due.



ARTICLE 12

DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 12.1 - Period of Declarant's Rights and Reservations.

Declarant shall have, retain and reserve certain rights as set forth in this Declaration with respect to the Community Area and the Association at all times subsequent to the date of recordation of this Declaration and prior to Declarant's assignment of such right to the Members as evidenced by written notice from the Declarant to the President or Secretary of the Association of the Declarant's intent to relinquish such rights (the "Development Period"). The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Community Area is conveyed by Declarant. The rights, reservations and easements of Declarant set forth in this Declaration shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment. In addition, this Declaration may not be amended without Declarant's prior written consent for a period of twenty (20) years following the date of recordation of this Declaration.

Section 12.2 - Declarant's Development Rights.

For the Development Period, Declarant shall have the following development rights:

- (a) Declarant may add real property to the Community Area with the consent of the owner of such real property to be added, but only if the property to be added is adjacent to or surrounded by real property included within the Community Area and only to the extent necessary to correct errors or omissions in the legal description contained in Exhibit "A" or in a legal description used to add other real property to the Community Area after the date this Declaration is first recorded in the real property records of Douglas County, Colorado;
- (b) Declarant may create additional Common Properties within the Community Area or convert any of the Lots within the Community Area to Common Properties; provided, however, that Declarant may convert a Lot not owned by Declarant to Common Property only with the consent of the Owner of such Lot; and
- (c) Declarant may withdraw any portion of the real estate, including Lots and Common Properties, now or hereafter contained within the Community Area from the Community Area and release such withdrawn property from the provisions of this Declaration; provided, however, that Declarant may withdraw real property not owned by Declarant from the Community Area only with the consent of the Owner of such real property.

All of the development rights set forth above may be exercised by Declarant with respect to all or any portion of the Community Area, with the consent of the District to the extent required. No assurances are made by Declarant concerning which portions of the Community Area may be affected by Declarant's exercise of its development rights or the order in which portions of the Community Area may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them. If Declarant does exercise a development right in any portion of the Community Area, Declarant is not obligated to exercise that development right in all or any other portion of the remainder of real estate affected by the exercise of the development right or in all or any other portion of the remainder of the Community Area.

Section 12.3 - Change in Number of Lots.

If Declarant exercises its rights to convert Lots to Common Properties, to create new Lots or to withdraw Lots as provided in Section 12.2 "Declarant's Development Rights" above, voting rights shall continue to be allocated to each new or remaining Lot in accordance with Section 8.4 "Voting Rights of Members", and each Lot shall bear its share of Assessments in accordance with Article 11 "Assessments". Any Lots converted to Common Properties or withdrawn from the Community Area shall no longer have any voting rights or be subject to any Assessments as of the date of such conversion or withdrawal.



Section 12.4 - Special Declarant Rights.

For the Development Period, and as more particularly set forth in this Article 12 or elsewhere in this Declaration, Declarant shall have the following special declarant rights:

- (a) to complete any Improvements shown on the Plat or any Supplemental Plat;
- (b) to exercise any development rights set forth in Section 12.2 "Declarant's Development Rights";
- (c) to maintain anywhere within the Community Area, with the consent of the District to the extent required, sales offices, management offices, signs advertising the Community Area and model homes;
- (d) to use easements through the Common Properties for the purpose of making improvements within the Community Area; and
- (e) to appoint or remove any officer of the Association or any member of the Board of Directors appointed by Declarant.

Section 12.5 - Declarant's Rights to Use Common Properties in Promotion and Marketing.

Declarant shall have and hereby reserves the right to use the Common Properties and to use services offered by the Association in connection with the promotion and marketing of property within the boundaries of the Community Area or nearby areas, without separate cost or expense to the Owners. Without limiting the generality of the foregoing, and with the consent of the District as owner of the Common Properties, Declarant may erect and maintain on any part of the Common Properties such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of real property within the Community Area; may use vehicles and equipment on Common Properties for promotional purposes; may use the Common Properties for access to and from and for parking for activities or events associated with the Community Area, including, without limitation, events, tournaments and other functions to occur upon the Colorado Golf Club Golf Course property, and may permit prospective purchasers of property within the boundaries of the Community Area to use Common Properties, all with the consent of the District to the extent required.

Section 12.6 - Declarant's Rights to Complete Development of Community Area.

No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development of property within the boundaries of the Community Area or nearby areas and to subdivide, resubdivide, or rezone any portion of such property; to construct houses, dwellings and other buildings within the Community Area; to grant licenses, easements, reservations and rights-of-way; to construct or alter Improvements on any property owned by Declarant within the Community Area; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant within the Community Area; or to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Community Area; provided, however, that Declarant shall be required to obtain the consent of the District with respect to and as owner of the Common Properties within the Community Area. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant; to change any landscaping, grading, drainage, vegetation or view; to construct, alter, demolish or replace any Improvements on any property owned by Declarant; or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Community Area, nor shall anything in this Declaration be deemed to require Declarant to seek or obtain the approval of the Architectural Control Committee or of the Association for any such activity or Improvement to property by Declarant on any property owned by Declarant or by the Association. Nothing in this Section shall limit or impair the reserved rights of Declarant as may be elsewhere provided in the Association Documents.

Section 12.7 - Declarant's Approval.

During the Declarant Control Period, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, use Common Properties other than for the benefit of Members; levy any Special Assessment; change or repeal any rules of the Architectural Control Committee or any Design Guidelines; make any substantial reduction or change in Association services; or make any amendment of Association Documents.



Section 12.6 - Creation of Sub-Community for Lifestyle Lots and Formation of Sub-Association for Lifestyle Lots.

Declarant anticipates that it will, and expressly reserves the right to, sell the Lifestyle Lots to a single developer who will develop all such Lifestyle Lots as a Sub-Community which will remain subject to the provisions and requirements of this Declaration, but may further be subjected to a subordinate declaration of covenants, conditions, restrictions and easements encumbering the Lifestyle Lots and those portions of the Community Area in and around the Lifestyle Lots (a "Subordinate Declaration"). In connection therewith, Declarant during the Declarant Control Period, and the Association following the Declarant Control Period, shall have the right to permit, subject to their respective review and approval, the imposition of a Subordinate Declaration encumbering the Lifestyle Lots, which may include the creation of a "common interest community" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(8), Colorado Revised Statutes, or a "planned community" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(22), Colorado Revised Statutes. Any such formation of a Sub-Community and imposition of a Subordinate Declaration for the Lifestyle Lots shall be subject to the prior review and written approval of Declarant and/or the Association as described above, and any such Subordinate Declaration shall make adequate provision for: (i) first-class maintenance of the Lifestyle Lots (and all Single Family Detached Homes and other Improvements thereon) and all portions of the Community Area surrounding the Lifestyle Lots which may be characterized as "common area" under the Subordinate Declaration, (ii) control and approval of any exterior changes or modifications to Improvements, (iii) the enforcement of prescribed standards for use of the Lifestyle Lots and all portions of the Community Area surrounding the Lifestyle Lots which may be characterized as "common area" under the Subordinate Declaration, including, but not limited to the use of balconies, garages, parking areas and landscaping areas, and (iv) adequate provision for the formation of a Sub-Association with the power and authority to levy assessments against the Owners of the Lifestyle Lots (but not the Owners of other Lots within the Community Area not encumbered by the Subordinate Declaration) to fund the implementation of the documents, including the reimbursement of charges assessable against the Lifestyle Lots for the maintenance and repairs of the "common areas" and for payment of common expenses for such things as independent design review and enforcement actions in accordance with the Subordinate Declaration. In addition, any such Subordinate Declaration for such Sub-Community shall clarify that the Owners of the Lifestyle Lots within such Sub-Community remain obligated to pay all Assessments under and comply with all provisions of this Declaration, in addition to the assessments and obligations that may be set forth in any such Subordinate Declaration.

ARTICLE 13**INSURANCE****Section 13.1 - Association Insurance.**

The Association shall maintain the types and amounts of insurance that the Board deems necessary. The Association may obtain and maintain any and all insurance coverage that the Board deems reasonable, including but not limited to insurance relating to the activities of the Association, directors and officers liability insurance or insurance insuring against risks that may affect Lots within the Community Area.

Section 13.2 - Other Insurance to be Maintained by Owners.

An insurance policy issued to the Association does not eliminate the need for Owners to obtain insurance for their own benefit. Each Owner shall be solely responsible, at its expense, for all insurance covering all loss or damage to its Lot and Single Family Detached Home, and any and all fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed by the Owner, and for liability insurance for injury, death or damage occurring within its Single Family Detached Home or on its Lot.



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ARTICLE 14

EASEMENTS

Section 14.1 - Easement for Encroachments.

If any portion of an Improvement encroaches upon the Common Properties, including any future encroachments arising or resulting from erosion or subsidence, or from the repair or reconstruction of an Improvement subsequent to its damage, destruction or condemnation, the Board and the District, to the extent required, may grant a valid easement on the surface and for subsurface support below such surface, and for the maintenance of same, for so long as such encroachment exists, but subject to any conditions or restrictions imposed by the Board.

Section 14.2 - Association Easement.

An easement to perform its maintenance or other rights or obligations pursuant to this Declaration is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the Community Area, together with the right to make such use of the Community Area and to enter upon any and all Lots and Single Family Detached Homes as may be necessary or appropriate in carrying out such maintenance or other rights or obligations.

Section 14.3 - Easement for Access.

Notwithstanding Declarant's conveyance of the streets and roads shown on the Plat to the District as contemplated by Section 10.1 "Rights of Owners and Right of the District to Regulate Use" above, Declarant hereby reserves, for itself, its successors and assigns, a perpetual and non-exclusive easement for ingress and egress, on, over and across all streets and roads within the Community Area that provide access to any Lots. Such easement shall be appurtenant to and shall run with the Lots within the Community Area now or hereafter owned by Declarant, its successors or assigns, and such easement shall automatically be conveyed to any successor of Declarant as the developer of the Community Area, whether or not the easement is expressly conveyed in any deed or conveyance transferring real property within the Community Area to such successor. The easement created by this Section 14.3 shall survive Declarant's conveyance of the streets and roads within the Community Area to the District, whether or not an express reservation is contained in the deed conveying such streets and roads.

Section 14.4 - Utilities and Drainage.

Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Community Area to an Owner other than Declarant, and, thereafter, to the Association:

- (a) perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in, across and along each rear lot line and each side lot line of each Lot for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes; and
- (b) a blanket easement across, over and under the Common Properties for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, gas, telephone, and electricity.

If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon expiration of the Development Period. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement concerning the Community Area.

Section 14.5 - Easement for County.

Declarant hereby grants to Douglas County (the "County"), and its officers, employees and agents, a nonexclusive, perpetual, alienable and divisible easement for ingress and egress by County utility vehicles, police vehicles, fire trucks and other emergency vehicles on, over and across any and all streets and roads, driveways and parking lots within the Community Area.



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Section 14.6 - Easements for Private Amenities.

- (a) The Lots and other portions of the Community Area adjacent to the Colorado Golf Club Golf Course property, as a Private Amenity, are burdened with an easement permitting golf balls unintentionally to come upon such Lots and other portions of the Community Area for golfers at reasonable times and in a reasonable manner to come upon such Lots and other portions of the Community Area. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to a Private Amenity, including but not limited to, any errant golf balls or the exercise of this easement: Colorado Golf Club, the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the District, the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); any officer, director, member, manager, or partner of any of the foregoing, or any officer or director of any partner of the foregoing.
- (b) The owner(s) of the Private Amenities, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Community Area for the purpose of retrieving golf balls from bodies of water within the Common Properties, if any, lying reasonably within range of golf balls hit from any golf course within such Private Amenity.
- (c) The owner of any Private Amenity within or adjacent to any portion of the Community Area, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Properties reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.
- (d) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all streets and roads located within the Community Area reasonably necessary to travel between the entrance to the Community Area and the Private Amenities and over those portions of the Community Area (whether Common Properties or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the streets and roads located within the Community Area at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenities have insufficient parking to accommodate such vehicles.
- (e) Any portion of the Community Area immediately adjacent to the Private Amenities is hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for overspray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the owner(s) of the Private Amenities be held liable for any damage or injury resulting from such overspray or the exercise of this easement.
- (f) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and all rights to draw water from any pond within or adjacent to the Community Area for purposes of irrigation of the Private Amenities and for access to and the right to enter upon any ponds within or adjacent to the Community Area, if any, for installation and maintenance of any irrigation systems.

Section 14.7 - Liability for Use of Easements.

No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any Plat or Supplemental Plat for the Community Area, except in cases of willful or wanton misconduct.

Section 14.8 - Easement for Special Events.

Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Properties, except for any streets and roads within the Community Area, for the purpose of conducting educational, cultural, entertainment, or sporting events, and other activities of general community



interest at such locations and times as Declarant, in its discretion, deems appropriate, subject to any limitations necessary to protect the public health, safety and welfare as may reasonably be established by the District. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

Section 14.9 - Rights to Storm Water Runoff, Effluent and Water Reclamation.

Declarant hereby reserves for itself and its designees, including but not limited to, the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Community Area, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Community Area for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

Section 14.10 - Easement for Wells and Water.

The Declarant reserves, creates, establishes, promulgates and declares for itself and its duly authorized successors and assigns, which may include the owners of any Private Amenities, successors-in-title, agents, representatives, employees, licensees, and mortgages, non-exclusive, perpetual, reciprocal, appurtenant easements over the Community Area (but not through a dwelling) for the purposes of access, ingress and egress and for the purposes of connecting, installing, constructing, monitoring, replacing, repairing, maintaining and operating wells and water and irrigation lines and systems and for the purpose of withdrawing water from any wells or aquifers within or underlying the Community Area. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to any property as a result of the use of these easements.

Section 14.11 - Easements Deemed Created.

All conveyance of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, whether or not specific reference to such easements or to this Article appears in the instrument of such conveyance.

Section 14.12 - Easements of Record.

In addition to the easements created in this Article 14, the Community Area is subject to those easements of record in Douglas County, Colorado as of the date of recordation of this Declaration.

ARTICLE 15

PRIVATE AMENITIES

Section 15.1 - General.

Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interesting or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate rights altogether, subject to the terms of any written agreements with their respective members.

Section 15.2 - Conveyance of Private Amenities.

All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

operations of any Private Amenity by a Person other than the current owner or operator, (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or any entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

Section 15.3 - View Impairment.

Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Properties or any public facilities from Lots or Single Family Detached Homes will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right in their sole and absolute discretion, to add trees and other landscaping to the Private Amenities, the Common Properties or public facilities from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 15.4 - Covenant to Share Costs.

The Association may enter into a contractual arrangement or Covenant to Share Costs with the owner or operator of any Private Amenity obligating such owner or operator of the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Property maintenance; provided, however, that the Association shall not have the right to enter into any such contractual arrangement or agreement to the extent the same would cause Colorado Golf Club to be a "common interest community" as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(8), Colorado Revised Statutes, or a "planned community" as defined in the Colorado Common Interest Ownership Act, Section 38 33.3 103(22), Colorado Revised Statutes.

Section 15.5 - Use Restrictions.

Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to, the exercise of the Association's self-help rights for violation of sign and pet restrictions.

Section 15.6 - Limitations on Amendments.

In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 15.7 - Jurisdiction and Cooperation.

It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Community Area and the Private Amenities. Each shall reasonably assist the other in upholding the obligations set forth herein as they pertain to maintenance and any applicable Design Guidelines. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE 16

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Community Area. The provisions of this Article apply to both this Declaration and to the Bylaws of the Association, notwithstanding any other provisions contained therein.



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Section 16.1 - Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws of the Association relating to such Lot or the Owner which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 16.2 - Other Provisions for First Lien Holders.

To the extent not inconsistent with Colorado law:

- (a) Any restoration or repair of the Community Area after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which at least 51 percent of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.
- (b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which at least 51 percent of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

Section 16.3 - Amendments to Documents.

The following provisions do not apply to amendments to the constituent documents or termination of the Association as a result of destruction, damage, or condemnation, to amendments made by Declarant to exercise its rights under Article 12 "Declarant's Development Rights and Reservations" hereof or to the annexation of property in accordance with Article 12.

- (a) The consent of Members representing at least 67 percent of the total votes in the Association and, during the Development Period, of the Declarant, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67 percent of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.
- (b) The consent of Members representing at least 67 percent of the total votes in the Association and, during the Development Period, of the Declarant, and the approval of Eligible Holders of first Mortgages on Lots to which at least 51 percent of the votes of Lots subject to a Mortgage appertain, shall be required to materially amend any provisions of the Declaration or the Bylaws or Articles of Incorporation of the Association with respect to, or to add any material provisions thereto which establish, provide for, govern, or regulate, any of the following:
 - (i) voting;
 - (ii) Assessments, Assessment liens, or subordination of such liens;
 - (iii) insurance or fidelity bonds;
 - (iv) rights to use the Common Properties;
 - (v) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey its Lot; or
 - (vi) any provisions included in the Declaration, Bylaws, or Articles of Incorporation of the Association which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.



Section 16.4 - No Priority.

No provision of this Declaration or the Association Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Properties.

Section 16.5 - Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 16.6 - Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 16.7 - Construction of Article 16.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Articles of Incorporation or Bylaws of the Association, or Colorado law for any of the acts set out in this Article.

ARTICLE 17

MISCELLANEOUS

Section 17.1 - Term of Declaration.

Unless amended as herein provided, all provisions, covenants, conditions and restrictions contained in this Declaration shall be effective for fifty (50) years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners with at least 67 percent of the total voting power of the Association.

Section 17.2 - Amendment of Declaration by Declarant.

- (a) Notwithstanding any other provision of this Declaration to the contrary, until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.
- (b) Declarant may amend the Declaration to the extent it is permitted to do so by applicable Colorado State law, including amendments pursuant to Section 12.2 "Declarant's Development Rights" of this Declaration as necessary to exercise Declarant's development rights set forth in Section 12.2.

Section 17.3 - Amendment of Declaration by Members.

Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members with at least 51 percent of the total voting power of all Members of the Association.

Section 17.4 - Required Consent of Declarant to Amendment.

Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate on that date which is twenty (20) years after the date when this Declaration is originally recorded.



Section 17.5 - Evidence of Required Approvals.

Whenever the validity of any amendment to or revocation of this Declaration is conditioned upon voting by a stated percentage of Members, the recorded document implementing the amendment or revocation shall contain a certification by an officer of the Association that the approval of the required percentage of Members was obtained. The Association shall keep on file in its offices such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the officer's certificate on the recorded instrument shall be sufficient public notice of compliance.

Section 17.6 - Notices.

Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telegraph or fax. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

Section 17.7 - Persons Entitled to Enforce Declaration.

The Association, acting by authority of the Board, or any Member, including Declarant, shall have the right to enforce any or all of the provisions of this Declaration or the other Association Documents. Notwithstanding any other provision of this Declaration, Declarant shall at all times have the independent right to enforce any or all of the provisions of this Declaration. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of the Association Documents, and all other rights and remedies provided in the Association Documents and at law or in equity. The foregoing notwithstanding, each Owner agrees that, prior to and as a condition to any such Owner bringing an independent enforcement action against any other Owner within the Community Area under this Declaration, such Owner shall first be required to present such situation and proposed enforcement action to the Board for review and approval, together with such documents, information, correspondence or other evidence or information as the Board shall deem desirable, and thereafter the Board shall have the right to mediate the dispute and/or bring its own enforcement action against the offending Owner prior to any action by such Owner.

Section 17.8 - Violations of Law.

Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 17.9 - Costs and Attorneys' Fees.

In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees.

Section 17.10 - Violations Constitute a Nuisance.

Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 17.11 - Limitation on Liability; Indemnification.

- (a) The officers, directors, and Architectural Control Committee and other committee members shall not be liable to any Person for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and Architectural Control Committee and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall protect, defend, indemnify and forever hold each such officer, director and Architectural Control Committee and other



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or Architectural Control Committee or other committee member may be entitled.

- (b) The Association shall protect, defend, indemnify and hold every officer, director, and Architectural Control Committee and other committee members harmless from and against all damages, liabilities, and expenses, including attorneys fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or Architectural Control Committee or other committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Colorado law.

Section 17.12 - No Representations or Warranties.

No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with the Lots or any portion of the Community Area, or any Improvements thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a written instrument signed by Declarant.

Section 17.13 - Applicable Law; Severability.

This Declaration shall be governed by and construed in accordance with the laws of the State of Colorado. Each of the provisions of the Association Documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 17.14 - Number and Gender; Incorporation or Exhibits.

Unless the context requires a contrary construction, as used in the Association Documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders. All exhibits attached to this Declaration are incorporated herein by this reference.

Section 17.15 - Captions for Convenience.

The titles, headings and captions used in the Association Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 17.16 - Conflicts in Documents.

In case of any conflict between this Declaration and the Articles of Incorporation, the Bylaws of the Association or the Rules and Regulations, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws of the Association or the Rules and Regulations, the Articles of Incorporation shall control. If there is a conflict between the Bylaws of the Association and the Rules and Regulations, the Bylaws of the Association shall control.



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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

EXHIBIT 'A'

Lots 1 through 136, inclusive, Lot 142, Tracts A, B, D, F, G, H, K, L, M and N, all of which are to be owned by the District and comprise a part of the Community Area, all interior private streets and roads shown on the Plat and owned by the District and not otherwise dedicated to Douglas County (being Preservation Trail, Forest Keep Circle, Whisperwood Court, Forest Haven Court, Copper Wind Court, Witez Court, Catena Court, Lost Reserve Court and Eagle Moon Court), and all public and private trails shown on the Plat (being Kinney Creek Trail, Stroh Road Trail, Betts Ranch Road (East) Trail, Betts Ranch Road (West) Trail, and all trails labeled as "Private Trails" on the Plat)



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SKLD CH 170.88.66.192 DS 122095-2005.040

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021

Document not for resale
HomeWiseDocs

EXHIBIT "B"

PARCEL A

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 57 MINUTES AND 33 SECONDS EAST, A DISTANCE OF 2533.00 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THAT PARCEL OF LAND RECORDED IN BOOK 280, AT PAGE 950 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, A DISTANCE OF 2647.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2538.10 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2647.59 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THAT PARCEL LOT 142 OF REATA SOUTH FILING NO. 1

CONTAINING 6,449,715 S.F. OR 148.07 ACRES MORE OR LESS.

ALSO,

PARCEL B

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 142 OF REATA SOUTH FILING NO. 1

CONTAINING 262,691 S.F. OR 6.03 ACRES MORE OR LESS.

EQUESTRIAN CENTER PARCEL			LOCATED IN THE NE ¼ OF SECTION 12, T7S, R66W, OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.
OWNER	TRM	PLAT FILE NO.	
DATE	12/20/05	FILE NUMBER	
IS		B9304.001	

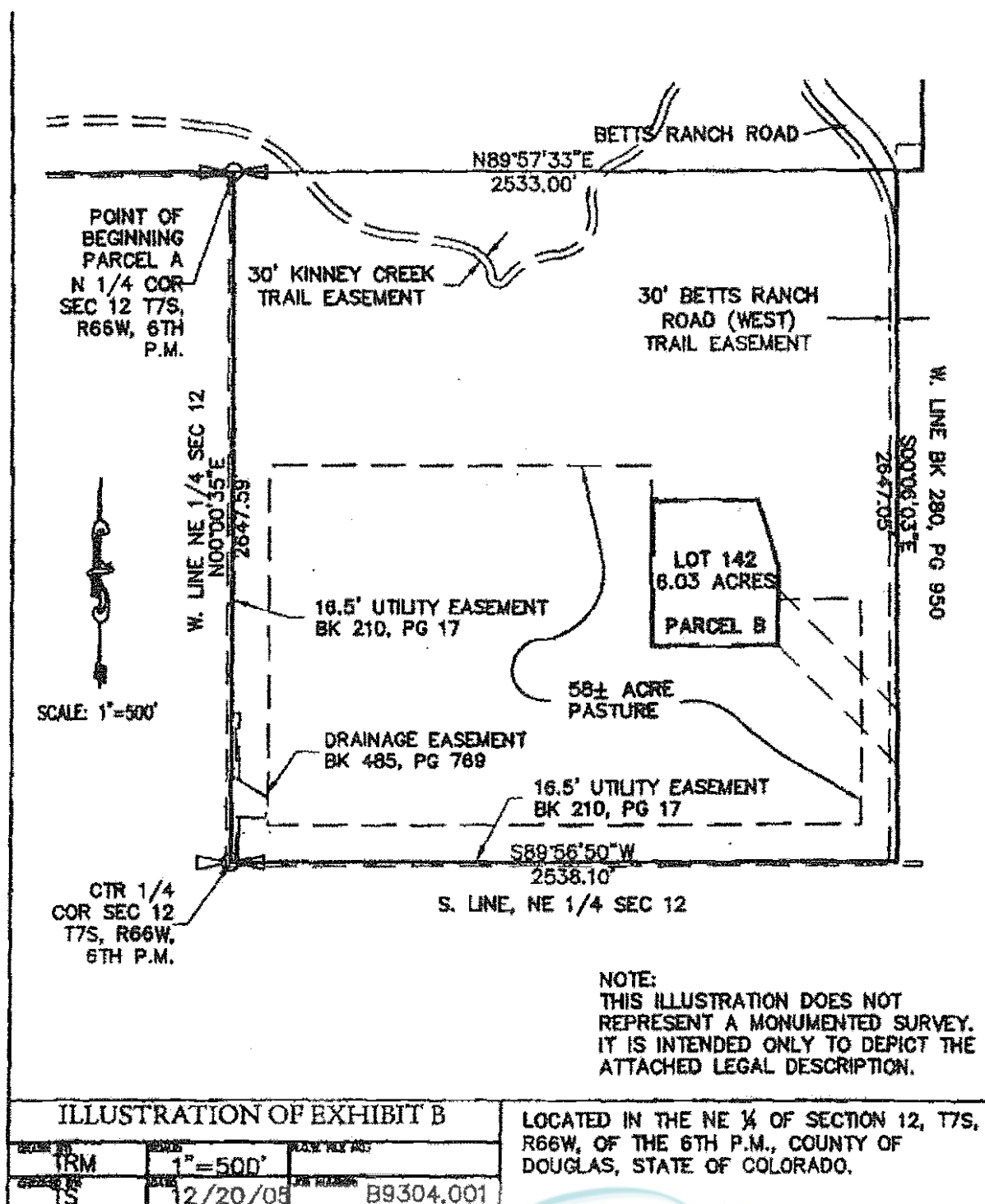


COLORADO GOLF CLUB

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SKLD CH 170.88.66.192 DS 122095-2005.041

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document Not for Sale
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COLORADO GOLF CLUB

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SKLD CH 170.88.66.192 DS 122095-2005.042

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document Not for Resale
HomeWiseDocs

Design Document
Colorado Golf Club Homeowners Association

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

Colorado Golf Club

Design Review Process Outline

The following outline is an attempt to simply define the Design Review Process however any Owner should rely on the Design Guidelines for further clarification, detail and information.

Fee - ~~\$2,000.00~~ \$5,000.00 as amended by the Board at the 10/25/2017 meeting effective November 1, 2017.

- Fee payable prior to Pre-Design Site Meeting. This amount will allow for 3 submittals to the Design Review Committee. Further submittals will require an additional fee, which will be billed in accordance to the committee members' hourly rates.

MEETING #1 Pre-Design Site Meeting

- Owner's professional design team, including licensed architect, landscape architect, builder, and a representative of the committee will be in attendance. Purpose is to review the pre-established criteria for classification of homesite, requirements for submittals and to conduct a site analysis of the homesite.

MEETING #2 Conceptual Plan Submittal

- From the information obtained in the pre-design meeting, Owner shall direct their professional design team to prepare conceptual plans, including a detailed site analysis.
- Plans will be 24" x 36" in size and must include:
 - Site Analysis Map
 - Professional Survey
 - Site Plan and Key Map
 - Conceptual Landscape Plan
 - Architectural Plans
 - Indication of all exterior materials
 - Study Model optional (at the discretion of the committee)
 - Staking – building corners, driveway center line & setbacks or easements
- Procedure for submittal:
 - Plans must be provided electronically in a pdf format to the Design Review Committee representative at least five (5) business days prior to the meeting.
 - At the meeting, the design team will make a presentation to the Committee.
 - Owner will receive written notification by the Committee of approval, conditional approval or denial.
 - Approval-Owner may proceed to Final Plan Submittal.
 - Conditional Approval-Owner may submit revised plans that satisfy recommendations.
 - Denial-A re-submittal will be required prior to the Final Plan Submittal.
(This may require an additional fee)

MEETING #3 Final Plan Submittal

- Owner shall submit a letter of credit in the amount of \$100,000.00 issued by a financial institution acceptable to the Committee. This letter of credit shall serve as security for such Owners' compliance with and construction in accordance with Final Plan.
- Final Plan will be 24" x 36" in size and must include:
 - Site Plan
 - Construction Site Logistics Plan
 - Architectural Plans to include:

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Order Date: 10-25-2021
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- Detailed roof and floor plans, exterior elevations, samples of exterior materials & colors, electrical plans and structural plans
- Staking – any adjustments that may have been made will need to be staked
- Landscape and Irrigation Plans
- Procedure for submittal:
 - Plans must be provided electronically in a pdf format to the Design Review Committee representative at least five (5) business days prior to the meeting.
 - Upon receiving Committee shall have 30 days to review and to issue written notification of approval, conditional approval or denial.
 - Approval-Owner may submit to Douglas County for building permit.
 - Conditional Approval-Owner shall submit written documentation that changes have been made prior to obtaining building permit.
 - Denial-A re-submittal of the Final Plan will be required.
(This may require an additional fee)
- Revisions and Additions to Final Plan
 - If, after approval of the Final Plan is granted by the Committee, the Owner desires to make changes or additions, the entire Final Plan as revised must be submitted to the Committee for approval. Construction of proposed changes or additions shall not begin until approval has been given.

I acknowledge receipt of the above information as it relates to the Design Review process at Colorado Golf Club, and understand that an application fee in the amount of ~~\$2,000~~ **\$5,000** is due for the property located at _____.

Print Name

Date

Signature

Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

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COLORADO GOLF CLUB DESIGN GUIDELINES

ARTICLE I

LEGAL AUTHORITY

1.1 - Legal Basis for the Design Guidelines.

The legal authority for these Design Guidelines is the "Declaration of Covenants, Conditions, Restrictions and Easements for Colorado Golf Club" recorded _____ under Reception No. _____ of the real property records of Douglas County, Colorado (the "Declaration") and any Supplemental Declarations relating thereto. The Declaration establishes the Architectural Control Committee (the "Committee") and grants specific powers and authority to the Committee. The Declaration also authorizes the Committee to issue standards and rules relating to the procedures, materials to be submitted, fees, additional design criteria and other factors that will be taken in to consideration in connection with the approval of any proposed residence and/or other Improvement to property in the Colorado Golf Club Development. These Design Guidelines have been adopted by the Committee in furtherance of that authorization.

All Owners should review the entire Declaration. If there are any inconsistencies between the Declaration and these Design Guidelines, the Declaration will control except that any requirement set forth in these Design Guidelines that is more stringent than the Declaration with respect to the same subject matter these Design Guidelines shall control. (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration).

1.2 - Other Related Legal Authority.

In addition to the Declaration and these Design Guidelines, additional documents govern the use of land at Colorado Golf Club, and should be reviewed in their entirety by all Owners prior to commencement of the construction process. These documents include, but are not limited to, Douglas County approvals and related documents of record.

ARTICLE II

VISION

Colorado Golf Club is located in Douglas County, just outside of Denver, Colorado. Set on over 1,700 acres with panoramic views of the majestic Rocky Mountains, Colorado Golf Club is a haven dedicated to private golf and a secluded, yet convenient residential experience that is unparalleled. Colorado Golf Club is the culmination of the time and efforts of a great number of individuals, all dedicated to the same higher goal: to create the premier new golf club and residential community in the United States.

2.1 - Criteria for Design Guidelines.

The criteria for these Design Guidelines have evolved from the desire to create a visually integrated and contiguous community. The Owner will be encouraged to implement sensitive and conservative land use practices by creating designs of the highest quality and making Improvements that enhance the natural setting. In order to maximize aesthetic benefits to the Colorado Golf Club Development and to protect property values, all proposed residences and other Improvements will be evaluated by the Committee using the criteria set forth in the Declaration and in these Design Guidelines. The Declaration and the Design Guidelines are not intended to define a homeowner's style, but rather outline specific concepts to be integrated into the design process.



2.2 - Committee and Design Quality.

It is the responsibility of the Committee to ensure that all proposed Improvements meet or exceed the requirements of these Design Guidelines and to promote the highest quality design for the Colorado Golf Club Development. The Committee will aid the Owner and the design team in meeting these standards. Specific duties and powers of the Committee are defined in the Declaration. The Committee has reviewed, approved and adopted these Design Guidelines as contemplated by the Declaration.

2.3 - Planning Your New Home: Professional Design Team.

The Colorado Golf Club Design Guidelines have been prepared to provide guidance and direction to the prospective Owner and to assist him or her in the planning process. Although no particular style is required, the intent of the Design Guidelines is to foster an exceptional quality of design that will complement, preserve, and enhance the natural beauty of these extraordinary homesites. Accordingly, the Owner is required to retain a Professional Design Team capable of meeting this creative responsibility prior to initiating the design process. The Professional Design Team shall assist the Owner in the development of his or her proposed ideas and the preparation of all submittal documents. The team shall consist of a licensed architect, licensed landscape architect, licensed engineers, and licensed surveyor as a minimum requirement. The Owner is strongly encouraged to include other professionals on the design team such as: soils, civil, and/or structural engineers, contractor, interior designer and/or other professionals as dictated by the needs of the homesite or recommended by the Committee. Once the team has been assembled and the design review process initiated, a list of their names and addresses shall be filed with the Committee to facilitate communication and the submittal process. If the Owner wishes, one member of this team may be designated to act as the liaison between the Committee and the Owner.

SECTION III

HOMESITE CLASSIFICATIONS

Each of the Colorado Golf Club Lots (hereinafter also referred to as a "Homesite", each as currently appearing upon either the "*Reata South Subdivision, First Amendment*" submitted and approved by the various departments of Douglas County, including the Douglas County Planning and Community Development, and each as will appear on the approval final plat map for the Colorado Golf Club Development submitted to the Douglas County Development Department to be recorded in the real property records of Douglas County, Colorado, such "*Reata South Subdivision, First Amendment*" and such final approved subdivision plat also being referred to herein as the "Final Plat") has been identified into one, or a combination, of the following three distinct classifications:

- Open Meadow/Grassland
- Wooded/Screened
- Ridgeline/Sloped

These classifications identify specific standards to be used when determining how a Homesite should be developed. Standards for Homesite development, architecture and landscape form are determined from the Homesite's intrinsic and ecological qualities. The Owner along with their Professional Design Team, should become familiar with these classifications. During the pre-design meeting a member of the Committee will assist in determining the type of Improvements that are appropriate for the chosen Homesite.

3.1 - Open Meadow/Grassland Homesites.

Homesites within the Open Meadow/Grassland Homesites are characterized by gently rolling hills of native grasses, yucca, prickly pear cactus, and wildflowers. Offering views over the golf course below and to the Front Range beyond, these Homesites exemplify the beauty of the open prairie. The landscape is open with unimpeded sight lines and the vast western sky above.

3.1.1 - Site Development Considerations.

As these Open Meadow/Grassland Homesites have few natural features to create semi-private outdoor space, the design should begin with notions of how to embrace the outdoors. Through careful arrangement of building masses, sheltered courtyards bounded on two or three sides can be created.



Berms that appear to be a natural extension of the existing landform can help to define views and develop privacy. Meandering drives, which develop a sequence of views, provide a more interesting visual experience upon approach. Berms and the clustering of landscape materials will reinforce this notion.

3.1.2 - Architecture Design Considerations.

The gently rolling terrain offers a unique set of constraints and opportunities. As the horizon dominates the visual environment, the man made structures placed on the Open Meadow/Grassland Homesites should be conceived of as low lying and conforming to the land. Although importing of large, specimen trees is highly encouraged, it may be a number of years before homes designed for the Open Meadow/Grassland Homesites enjoy the screening and filtered light of forested sites. Therefore, the creation of shade and shadow making elements is particularly important on these Open Meadow/Grassland Homesites. Low pitched roofs and building masses of one or one and a half story will blend with the Open Meadow/Grassland Homesites more successfully. Placing bedrooms within the roof mass can be an effective technique for lowering the height of the building. The overall goal is a sense of compatibility between these Open Meadow/Grassland Homesites and the homes built on them. Stepping the building forms down a slope will lead to structures that lay within the landscape. Well massed and articulated statements with strong shadow lines will further the goal of designing homes that recede into the landscape.

3.1.3 - Landscape Design Considerations.

Framing views and outdoor spaces through careful arrangement of building masses is the first step in Open Meadow/Grassland Homesites development. Just as important is the creation of natural outdoor space through plant selection. Native species should provide the foundation for the design's landscape palette. Highly cultivated and planted traditional landscape designs should be kept closer to the building so that natural materials can provide a visual bridge into the meadows. Retaining walls should be constructed of natural stone and create an undulating line that dissolves into the terrain. With careful placement of patios, decks, trellis and porches, the residence can create a variety of outdoor spaces that extends the living area of the home from inside out.

3.2 - Wooded/Screened Homesites.

Homesites within the Wooded/Screened Homesites are characterized by mature stands of Gambrel oak and Ponderosa pines. Often these Wooded/Screened Homesites are more sloped than the Open Meadow/Grassland Homesites and offer views that are framed by trees. Occasionally Wooded/Screened Homesites incorporate drainages carved by eons of rain and snow.

3.2.1 - Site Development Considerations.

Careful analysis of the patterns of wooded areas and open meadows is critical to a sensitive use of these Wooded/Screened Homesites. While designs which minimize the removal of existing trees or wooded areas will be viewed more favorably, it is understood that some tree removal may be necessary. If so, Owners must either transplant any viable trees to another location on their property, or give the Club the opportunity to transplant said viable trees. Mature, specimen trees must be accommodated by the building footprint whenever possible. Dense stands of oak may be thinned to allow for areas of outdoor use, however the screening between Wooded/Screened Homesites afforded by these native trees should not be affected. A primary aesthetic goal of the Colorado Golf Club Development is to create a built environment that is harmonious with the rolling, sculpted landform. Site designs, driveway configurations and building masses will be evaluated with these criteria.

3.2.2 - Architecture Design Considerations.

Ideally homes on Wooded/Screened Homesites should feel as if the forest had grown around them. Thoughtful placement of homes will allow for protection of rocks, existing drainages and mature stands of trees. It is useful for the designers and Owners to anticipate where neighboring property owners may be likely to build as no guarantee of view corridors is granted by the developer.

Architectural design should build upon the natural attributes of the Wooded/Screened Homesites. Structures that adapt to the topography through steps in the foundation and the roof form will be more



compatible visually. The most successful designs are those that develop landscape concepts in tandem with architectural plans. We encourage owners to retain a landscape architect at the outset of design so that their interpretation of the opportunities inherent in the Wooded/Screened Homesites contributes to the preliminary design concepts.

3.3 - Ridgeline/Sloped Homesites.

Homesites in Ridgeline/Sloped Homesites are those which often occupy the most dramatic topography. These Ridgeline/Sloped Homesites offer the long vistas to the Front Range as well as near-in views of forest and meadow. Many of the Ridgeline/Sloped Homesites are heavily wooded in the native mix of scrub oak, pinyon and pine. Given the steeper slopes, choices on driveway and home siting may be more limited.

3.3.1 - Site Development Considerations.

These Ridgeline/Sloped Homesites may very well combine some of the characteristics of both the wooded zones and the open meadow. The added challenge here is that the landform has more movement. Driveways, whenever possible, should conform to the topography which will result in less cutting and filling. Lacing the drive and the building within existing stands of trees will minimize their visual impact. A meandering approach which allows for glimpses of the home as well as larger views to the landscape beyond are most desirable. Identifying and preserving the unique near-in characteristics of the Ridgeline/Sloped Homesites as well as the distant panoramas will provide for a variety of outdoor experiences. Smaller building footprints that shift and step with the Ridgeline/Sloped Homesites will create less damage to the slopes and allow for greater flexibility in adapting to the topography.

3.3.2 - Architecture Design Considerations.

Ridgeline/Sloped Homesites generally have the greatest elevation within the community and can be viewed from a great distance. For this reason sensitive massing and the protection of existing vegetation is of primary importance. As the stated aesthetic goal of the guidelines is a built environment in harmony with the natural setting, these Ridgeline/Sloped Homesites require a thoughtful approach in terms of scale. Nesting the design into the ridge will create a far more successful project than setting the house on top of the ridge. Designs which step down slopes with the contours and do not project above the tree line will be far more complimentary to their ridgeline setting. Darker colors and extensive use of shade and shadow will support the goal of having the home recede into the setting.

3.3.3 - Landscape Design Considerations.

Ridgeline/Sloped Homesites may offer fewer opportunities for traditional landscape solutions given their steep terrain. Designs should aim to enhance and preserve the unique natural features of the site. The use of native plant materials, particularly those that have proven to be unattractive to deer will have a much higher survival rate. Gambel oak, Ponderosa pine, native grasses and wildflowers should comprise the basic plant palette.

DESIGN GUIDELINE PROVISIONS

ARTICLE IV

SITE DEVELOPMENT STANDARDS

4.1 - Locating the Homesite.

When considering a building's suitability to a particular Homesite, the Committee will evaluate the sensitivity to placement and integration with the Homesite as outlined in the individual Homesite Classifications. It is suggested that the Owner consider the qualities of the Homesite, specifically the visual and climatic exposure created by the combination of existing slopes, vegetation, or orientation. Wherever possible, consideration should be given to privacy and the views of adjacent Homesites.

4.2 - Determining the Building Envelope.

The Building Envelope is the area within a Lot that is available for construction. It can be thought of as a three dimensional container in which the Improvements can be made. The building constraints, described below,



establish the boundaries of the Building Envelope, maximize the amenities of each Homesite and protect the natural setting of the Colorado Golf Club Development.

4.2.1 - Maximum and Minimum Building Coverage. 4.2.1 was amended 7/22/2013 - Amendment is attached at the end of this document

The Committee has established certain maximum and minimum building coverage requirements for each Homesite as set forth below; provided, however, that the following minimum and maximum building coverage requirements shall not apply to Lots 135 through 169 (as identified on the Final Plat for the Colorado Golf Club Development – also being referred to therein as the “Casitas Super Block”) or to the “Equestrian Site” described in the Final Plat.

- (a) **Minimum Building Coverage.** Each residence constructed upon a Homesite shall be required to contain a minimum of 3,000 square feet of finished living space (exclusive of any garage space);
- (b) **Maximum Building Coverage.** Each residence constructed upon a Homesite which is less than 2.5 acres in size will contain no more than 9,000 square feet of finished living space (exclusive of any garage space). Each residence constructed upon a Homesite which is greater than 2.5 acres in size will contain no more than 12,000 square feet of finished living space (exclusive of any garage space).

The foregoing minimum and maximum building coverage requirements shall be subject to the Committee’s right to grant variances and waivers on a case by case basis provided that the Committee determines that any such variance or waiver will not materially detriment or materially adversely affect adjacent Homesites, and that any such variance or waiver is not contrary to the best interests of the Colorado Golf Club Development in general. Any such variance or waiver shall be given or withheld in the Committee’s sole and absolute discretion.

4.2.2 - Building Height and Profile. 4.2.2 was amended 7/22/2013 - Amendment is attached at the end of this document

The number of stories per home should be in direct relationship to the terrain and must follow the general slope of the Homesite. Building height and profile should be in scale with the surrounding features such as existing vegetation and topography. Upper floor(s) must be no more than 50% of the size of lowest floor. The following considerations for the individual Homesite Classifications are to be used as general guidelines for Improvements. Site specific variables will also be evaluated when considering building height and profile.

Open Meadow/Grassland Homesites

It will be encouraged that no more than 40% of the wall perimeter may be taller than one (1) story (10’ to 12’ Ht.) for homes within the Open Meadow/Grassland Homesites. Generally, low (4/12) to moderate roof pitches (6/12) will create building profiles better suited to Open Meadow/Grassland Homesites.

Wooded/Screened Homesites

As Wooded/Screened Homesites provide better screening of the building form, two story elevations are acceptable on these sites. Compositions employing smaller elements will create a more comfortable scale than large element. Alternative methods of reducing the visual appearance of large massing should be thoughtfully considered. Roof pitches can range from 4/12 to 12/12 depending on the level of screening and height of existing vegetation.

Ridgeline/Sloped Homes Sites

The varied terrain allows for a range of roof forms. Steep roofs however, may cause the roof plane to rise above the horizon line of the treetops, which is not desirable. The maximum unbroken wall plane will be no more than two stories. Wall planes of three stories must be broken by scale reducing elements such as porches, trellises and decks.

Set Backs and No Build Area

Setbacks and no-build areas for the Colorado Golf Club Development have been established to protect site features, vegetation, wildlife and to confine construction. Specific setbacks, and no-build areas for individual lots are identified as part of the Final Plat.



4.3 - Site Access and Driveways.

Driveway alignments should be considered that minimize the visual and physical impact of the Homesite by following existing contours and reducing the amount of required grading. On larger Homesites the driveways should establish a sense of arrival by creating a procession of visual events and vistas along its approach to the home. Circular drives may be considered by the Committee if appropriate to the Homesite and architectural design.

Driveways should intersect the street at no less than 60° for maximum visibility and should not exceed 8% in slope, except where use of short pitches up to 10% may lessen Homesite impacts. Driveway apron, parking and turnaround areas should not exceed 5% slopes. All driveway surfaces must be paved using concrete, and shall lend themselves to the architecture and be clean and uniform. Masonry pavers or similar materials are an acceptable surface material only in the immediate area of the home, courtyard and garage areas. Separate permits for driveways may be required by Douglas County.

4.4 - Grading Standards.

Each Owner is responsible for having a soils test and a soils engineer's report of the Homesite prepared by a registered professional engineer. It is the Owner's responsibility to assure that proposed improvements comply with the findings of the soils engineer's report. The Committee shall not have any liability to any Owner, or to any other interested party, with respect to the condition of soil on the Homesite.

Most Homesite Improvements should be designed to minimize the extent of grading required. Techniques for doing this include "stepping" buildings down slope. Driveways, where possible, should be parallel with the contours or, if they have to cross contours, should incorporate low retaining walls to minimize grading. Where grading is necessary, cut and fill slopes should be kept to a maximum of 3:1 (horizontal to vertical), with steeper slopes permitted (if allowed by the soils engineer's report) when excessive disturbance of ground would otherwise result. All grade slopes should be "rolled" back into existing slopes, so that, after re-vegetation, no sharp contrast exists between existing and disturbed slopes. All areas to be preserved (trees, shrubs, rock outcrops, etc.) shall be marked and protected with orange vinyl construction fence throughout the construction period. No grading shall extend beyond existing property lines of the Lot without expressed written permission of and coordination with the adjacent property Owner. Finished grades should blend with the natural terrain as soon as possible.

Upon completion of any residence or associated structure(s) the Homesite shall be final graded in a manner so as to ensure positive drainage away from the structure's foundation. Drainage swales shall be designed to have a minimum grade of two and one half (2½) percent. Swales shall be no closer than ten (10) feet from any foundation wall. Minimum slopes away from the foundation should be ten (10) percent for the first ten (10) feet or in accordance with the Owner's soils engineering report, whichever is most restrictive. Ten (10) days after final grade is established all disturbed areas shall be seeded and mulched.

At the completion of construction a Certificate of Accuracy in the form of an updated improvement survey must be submitted to the Committee documenting compliance with approved grading plans.

4.5 - Drainage.

Disruption to existing drainage courses is not allowed without approval from Douglas County and the Committee. Once approval is granted reconstruction of drainage courses should occur in a naturalized manner which will allow water to percolate instead of concentrate or flow in a destructive course. If culverts or structural channels are required, these should be designed to blend in with the surrounding environment.

On most Lots, the location and the volume of water that currently enters and departs the Homesite must be accepted and maintained. Within the Homesite, adjustments can be made as described above. However, some Homesites contain areas of land that have been improved by the Developer which function as drainage facilities for the overall project. These areas must be maintained and incorporated into the drainage design for the specific Homesite. Refer to the Developer's Final Drainage Study or applicable drainage reports and drainage plans submitted in association with the Final Plat for such parcels, copies of which can be obtained through the Committee.



4.6 - Erosion Control.

During all site construction, techniques for controlling erosion within the Homesite and onto other sites shall be mandatory and strictly enforced by the Committee. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable geotextiles, and slope stabilization fabrics or tackifiers.

4.7 - Fire Mitigation Standards.

All homes and other buildings constructed upon a Homesite shall be required to comply with the following fire mitigation standards:

4.7.1 - Roofing Materials and Roof Construction.

Only fire retardant materials will be acceptable (Class A roofing materials). Natural Slate, Standing Seam, Metal/Copper and Concrete Tile will be encouraged. Composition roofs, cedar shake or wood shake roofs and asphalt roofs will be prohibited. Space between roof coverings and roof decks shall be firestopped to preclude entry of flames or embers. Eaves and soffits shall be protected on the exposed underside by construction materials which are no less than one (1) hour fire-resistance-rated. Facias will be required and must be protected on the backside by construction materials which are no less than one (1) hour fire-resistance-rated. All gutters and downspouts shall be constructed out of non-combustible materials.

4.7.2 - Other Construction Components.

All exterior walls shall be no less than one (1) hour fire-resistant-rated. Exterior siding, identified in Section 5.5 over oriented strand board exterior sheathing over 2X4 studs on 16 inch centers with fiberglass insulation covered with 5/8" gypsum board on the interior side will be an acceptable minimum standard. All underfloor areas must be enclosed to the ground with walls which are no less than one (1) hour fire-resistance-rated. Unenclosed accessory structures, such as decks, shall be constructed of materials that are either no less than one (1) hour fire-resistance-rated or 2" nominal dimensional lumber. Decks shall not project over a descending slope greater than 10%. All exterior windows, window walls and glazed doors shall be tempered glass or double paned. All exterior doors shall be non-combustible, solid core doors of not less than 1 3/4" thick or have a minimum fire rating of twenty (20) minutes. Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches. Such vents shall be covered with non-combustible corrosive-resistant mesh with openings not to exceed 1/4". Detached accessory structures, if allowed, shall be constructed of materials which are no less than one (1) hour fire-resistance-rated.

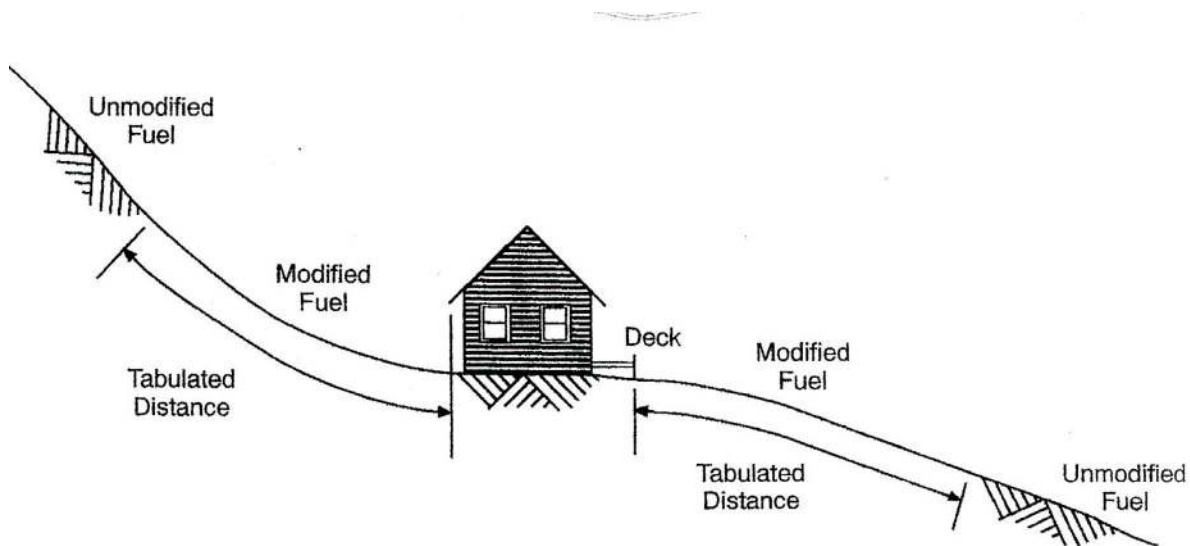
4.7.3 - Chimneys and Fireplaces.

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used shall be provided with a spark arrestor. Spark arrestors shall be constructed of woven or welded wire screening of 12 USA standard gage wire having openings not exceeding 1/2 inch. Firewood and combustible material shall not be stored in unenclosed spaces beneath homes or other buildings, if allowed, or on decks or under eaves, canopies or other projections, and shall be stored in the defensible space and located a minimum of 20 feet from any home or other structure and separated from the crown of trees by a horizontal distance of no less than 15 feet.

4.7.4 - Defensible Space.

Owners shall mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels by incorporating a fire defensible space around the perimeter of all homes and other buildings constructed upon a Homesite. Fuel modification shall be provided within a distance from all homes as measured along grade from the perimeter or projections of the home, all as illustrated in the following table:





**FIGURE 603.2
MEASUREMENTS OF FUEL MODIFICATION DISTANCE**

**TABLE 603.2
REQUIRED DEFENSIBLE SPACE**

URBAN-WILDLAND INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

Distances may be increased by the fire code official because of site-specific analysis based on local conditions and fire protection plan. Fuel modification distances shall not be less than 30 feet. The defensible space shall be maintained by keeping non-fire-resistive vegetation clear of all homes or other buildings in the defensible space. Homeowners shall be responsible for modifying or removing non-fire-resistive vegetation. Ornamental vegetative fuels are allowed to be in the designated defensible space provided they do not offer a means of transmitting fire from the native growth to any home or other building. Tree crowns extending to within 10 feet of any home or other building shall be pruned to maintain a horizontal distance of 10 feet to any home or other building. Maintenance of the defensible space is the responsibility of each Owner.

Each Owner acknowledges that, pursuant to the Declaration, the Colorado Golf Club Owners Association has the right to enforce each of the fire mitigation standards set forth in this Section 4.7, including, without limitation, the fuel modification distances.



ARTICLE V

ARCHITECTURAL STANDARDS

These Design Guidelines have been developed with attention toward general goals and concepts and less attention toward detail in order to allow individual expression within a visually cohesive community. It is the duty of the Committee to consider submittals within this context, and to encourage overall quality through well conceived and balanced detailing.

No mandatory architectural “style” is required for the Colorado Golf Club Development; however, it is the intent of these standards that residential design solutions strictly follow the architectural form outlined in the Homesite Classifications. Criteria for evaluation will consider designs that are harmonious with the existing natural environment, reduce apparent visual mass, incorporate materials, color and textures which generally blend with the landscape, and develop proportions and details appropriate to the Homesite. To accomplish this goal the following minimum architectural standards shall apply.

5.1 - Massing, Proportion and Scale. 5.1 was amended 7/22/2013 - Amendment is attached to the end of this document

In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the Homesite. The Committee will encourage designs that achieve a delicate balance between distinctive form and subtle impact on the immediate environment. Homes developed around more than one axis generally exhibit roof lines that are less monotonous than linear designs. Attention to this architectural detail will reduce building scale, increase individuality and diversity. Large, unbroken planes are not considered in keeping with the desired scale of the development. Therefore, wings, courtyards, stepped walls, covered entries, integrated decks with well-designed and proportioned railings are encouraged to develop balanced massing. This will avoid a “three-story look” that will be reviewed with disfavor by the Committee. Upper levels shall be 50% smaller than the building footprint in order to reduce overall building scale. The Committee will also be reviewing the location, type, and size of door and window openings for their effect on proportions and continuity. All elevations of the home will be given equal importance and must maintain the continuity of the building massing and detailing.

5.2 - Structural Expression.

In an effort to create a sense of consistent architectural detailing, expression of the building’s structure is strongly encouraged. This expression can take many forms from timber trusses to expressed post and beam work. Exposed rafter tails, expressed headers at window and door openings and similar use of timber for porch framing is strongly encouraged.

5.3 - Architectural Detail.

Architectural detailing can make a substantial contribution to the individuality of a residence and to the sense of quality in the Colorado Golf Club Development. Thoughtful and consistent detailing, from the smallest to the largest component, lends integrity to each design. Owners and architects are encouraged to give consideration to the following elements as opportunities to add detail:

1. Carved and hand-crafted timber joints.
2. Expressed timber beam work.
3. Lintels and sills constructed of stone or precast concrete.
4. Hand-crafted doors.
5. Recessed window and door openings.
6. Decorative and ornamental iron work in railings and hardware of timber connectors.
7. Window shutters.
8. Planter Boxes.
9. Well proportioned porches with brackets, trellises and arbors.
10. Balconies.
11. Well crafted joints at all intersections between dissimilar materials.
12. Wood veneered garage doors.



13. Detailed fascias.
14. Well-defined chimneys.

5.4 - Shadow Lines.

In order to add definition and to break up the large unbroken flat planes of walls, shadow lines, as an architectural element should be incorporated into the design. Each Homesite Classification presents a different degree of challenge in order to satisfy this requirement.

Wooded/Screened Homesites

A minimum of fifteen (15) percent of the exterior wall plane at ground level should employ architectural elements such as: porches, trellises or verandas, in order to create shade and shadow. This number does not include wall planes shaded by overhanging decks.

Open Meadow/Grassland Homesites

A minimum of twenty-five (25) percent of the exterior wall plane at ground level should employ porches, trellises and arbors, verandas and arcades to add the play of shadow on exterior walls. Strong shadow lines can be developed through the use of deep eaves, thick walls, recessed windows and offset wall planes. This number does not include wall planes shaded by overhanging decks. Lower roof pitches and deep overhangs will further support the goal of reducing visual mass.

Ridgeline/Sloped Homesites

A minimum of twenty (20) percent of the exterior wall plane at ground level should employ architectural elements such as: porches, trellises or verandas, in order to create shade and shadow. This number does not include wall planes shaded by overhanging decks.

5.5 - Exterior Materials.

All materials and finishes should be harmonious with the surrounding environment. Quality materials such as natural stone, natural wood, slate and copper will be encouraged within the Colorado Golf Club Development. Concrete foundation walls shall not be exposed and shall be faced or finished to blend with the general architectural design of the building.

Other materials not addressed in these standards shall be reviewed on an individual basis for which the Committee retains the right of refusal. These include, but are not limited to, brick, manufactured, artificial, simulated, or imitation sidings. No metal facades will be permitted on any Homesite. No bright, unfinished or mirrored surfaces will be allowed. All exterior materials, as accepted by the Committee, will require 4' x 4' lay-ups 30 days prior to construction as a condition of approval. The following are acceptable materials to be used.

5.5.1 - Stone.

All stone veneer should be comprised of materials native to the area or compatible with the existing palette of colors (see Section 5.7 "Colors"). Appropriate stone materials include indigenous Colorado sandstone, granite, moss rock, limestone and rhyolite. The use of synthetic stone is discouraged. Stone should generally be laid in horizontal coursing with deep rake mortar joints or drystack. Irregular shapes with larger pieces below lend an informal and realistic character to the walls.

Unbroken masonry wainscoting, by itself, is not considered a strong application of masonry. Wrapping building masses, expressing chimneys and detached columns in stonework add visual interest.

5.5.2 - Siding.

Western Red Cedar, Redwood and other natural wood siding materials are acceptable. Plywood siding and composite "Hardboard" materials will not be acceptable, except for use in soffits.

5.5.3 - Stucco.

Cementitious and acrylic stucco are acceptable materials in limited applications, not as a dominant exterior material. Well scaled and comprehensive detailing is required in the application of this material. A high level of articulation in wall surfaces through relief and color blending adds character and visual interest.



5.6 - Walls and Openings

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Siding and trim materials should be consistently used throughout the building. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element. Location, type and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. Entries should be well articulated and be at a human scale. Recessed openings at doors and windows are strongly encouraged to lend shadow and detail.

5.7 - Colors.

The acceptable palette of colors for exterior materials is subdued earth tones such as grey, green, brown, muted blues or reds, or other similar colors. White, primary colors, and other bright colors shall be permitted as accent colors only. Each of the Homesite classifications requires different tones or shades of the color palette.

Open Meadow/Grassland Homesites

Homes in the Open Meadow/Grassland Homesites can use lighter tones that will blend with the native grasses. Accent colors may be used to create an individual expression.

Wooded/Screened Homesites

Slightly darker, less reflective finishes will support the goal of blending the home into these Wooded/Screened Homesites.

Ridgeline/Sloped Homesites

Darker tones and more textured finishes will help to minimize the impact of these more visible homes in the Ridgeline/Sloped Homesites.

5.8 - Roofs.

The roof form is the most prominent visual element of a home and central to defining its architectural character. Therefore, the form and materials used to create a building's roof will be given special attention by the Committee. Styles such as: gable, hip, gambrel and shed will generally be acceptable for residential construction, while mansard, A-frame and flat roofs will be discouraged. Care must be given when combining roof forms to maintain architectural integrity. Well-detailed fascia and eave treatments serve to frame the roof as a strong design element and are encouraged.

Roofing materials should be considered with respect to harmony of color and texture with other materials on the home and adjacent properties. Only fire retardant materials will be acceptable (Class A roofing materials). Natural Slate, Standing Seam Metal/Copper and Concrete Tile will be encouraged. Composition roofs, cedar shake or wood shake roofs and asphalt roofs will be prohibited. The blending of these elements with the surrounding natural environment will also be a consideration for approval.

All accessories of the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. should be carefully located and finished to complement other elements of the design and the roof. Unfinished and exposed metal detailing will not be allowed. Flues and vents must be located out of view from the front of the home. All furnace and fireplace flues must be incorporated into chimneys. Roofing criteria for the individual Homesite classifications are as follows:

Open Meadow/Grassland Homesites

Multiple axis roof lines are encouraged to reduce the roof mass in the Open Meadow/Grassland Homesites. Use of lower roof pitches, generally less than 6 in 12 for the larger roof masses, will result in forms more compatible with this horizontal landscape. Generally, flat roofs are discouraged but may be used as a secondary roof form. (Note: all flat roofs must be ballasted with an approved gravel. Gravel must be included with color submittal.)

Wooded/Screened Homesites

The Wooded/Screened Homesites are adaptable to a variety of pitches however steeper roof lines (6/12 or greater) maybe more compatible with the vertical structure of mature trees.



Ridgeline/Sloped Homesites

A variety of roof forms are acceptable on Ridgeline/Sloped Homesites. This is highly dependent on the size and density of the existing trees. One primary concern is to reduce the visual presence of the house from below. Roof masses will be evaluated based on their success in blending into the existing horizon.

5.9 - Fire Sprinkler Systems.

Interior fire sprinkler systems shall be permitted, but shall not be specifically required for all residences; provided, however, that all residences must comply with all applicable governmental requirements concerning fire prevention.

5.10 - Accessory Structures and Utilities.

No accessory structures, buildings, utilities, equipment or other similar Improvements may be installed, constructed or maintained on any Lot except in compliance with these Design Guidelines and except as approved in writing by the Committee prior to construction or installation thereof, which approval may be given or withheld in the Committee's sole and absolute discretion.

Accessory buildings or structures, such as gazebos, greenhouses, tennis courts, cabanas, hot tubs, covered porches etc., to the extent permitted, shall adhere to the Final Plat, the Development SIA, the Declaration and these Design Guidelines. It is important that the massing and scale, as well as forms, materials, and other detailing should be coordinated with the main structure(s) on the Homesite. No temporary sheds will be allowed.

All exterior utility equipment shall either be incorporated into the main building or, along with other detached structures, be architecturally compatible with the residence. All utility connections shall be underground and/or installed as outlined in Section 7.10 "*Utilities*".

All solar equipment shall also be incorporated into the structure and building mass and be architecturally compatible with the residence.

5.11 - Decks and Outdoor Spaces.

Decks should maintain the overall form and be a natural extension of the architecture. Railings and columns supporting decks are required to be constructed from the building materials of the home. Standards for feature lighting of decks and outdoor spaces are outlined in the Ancillary Improvement Standards in Section 7.11 "*Lighting*". The three Homesite classifications present different challenges for design of these spaces.

Open Meadow/Grassland Homesites

Outdoor spaces, decks and patios are an important part of the design of homes in the Open Meadow/Grassland Homesites. Large overhangs and covered areas will afford protection on these exposed sites as well as developing a pleasing mass.

Wooded/Screened Homesites

Outdoor patio spaces and decks allow the resident to fully enjoy the unique setting of the Wooded/Screened Homesites. These spaces should be an integral part of the architectural design and be incorporated into the existing land forms and vegetation. Decks and balconies must be integrated into the building through the use of similar materials and detailing. Deck supports must have a substantial scale that visually anchors them to the ground. Decks should be nested within building masses rather than applied to the exterior of the building. Undersides of decks and balconies should be detailed to provide a finished appearance. Exposed joist hangers or metal connectors should be minimized.

Ridgeline/Sloped Homesites

Decks on the steeper lots should use cantilever techniques in order to avoid awkward columns whose length is out of scale with the home and its surroundings. Decks should be unobtrusive and integrated into the massing of the building. A minimum of two sides of any deck should be enclosed by exterior walls. Outdoor spaces are encouraged and may be developed amidst the rock formations. When this occurs, retaining structures should be of stone to complement the natural outcrops. Development of patios and terraces formed with low landscape walls is strongly encouraged.



5.12 - Garage Orientation.

Wherever possible garage buildings should be side or rear loaded so that access is indirect and views of garage door openings are minimized. Covered walks should be designed to compliment the architecture and detailed in a manner similar to the residence. Exterior trim will be encouraged on all garage doors.

ARTICLE VI**LANDSCAPE STANDARDS**

The following Landscape Standards have been developed with attention toward general goals and concepts in order to allow individual expression within this visually cohesive community. The Committee will critically evaluate Landscape and Irrigation Plans to assure that native plant species and natural land forms have been preserved or enhanced by the proposed improvements. The use of indigenous plants and landscape materials will be encouraged. In addition, plant materials, irrigation systems, and maintenance practices which conserve water should be utilized. The duty of the Committee is to consider submittals within this context and to encourage overall quality through well conceived Landscape and Irrigation Plans.

The Owner and a Professional Design Team should review the Homesite Classifications in order to determine landscape improvements that are appropriate for the chosen Homesite. All landscape improvements must be installed within 120 days of occupancy or at a later date, by special approval of the Committee.

6.1 - Plant Material.

The use of indigenous plant materials shall be encouraged wherever possible. All introduced plant materials shall be drought tolerant and complement the existing vegetation. As a general design guideline, all areas immediately adjacent to buildings may incorporate traditional landscape design using ornamental plant materials. However, as the landscape begins to move away from the structures and tie back into the surrounding native landscape the use of indigenous plant materials becomes essential. These naturalized areas shall consist of grasses, groundcovers, shrubs, and trees that are native to the site and/or analogous in appearance. Linear planting of trees and shrubs along property lines is prohibited. Natural groupings of native trees and shrubs that have been incorporated into the overall composition of the landscape design and function as wind breaks are acceptable and encouraged (See Appendix: Colorado Golf Club Plant List).

Plant materials, including trees, shrubs, ground covers, vines, laws, seasonal color, etc., must be at a quality, quantity and size appropriate to the mass, scale and proportion of the building. All materials should conform to the standards set forth by The American Association of Nurserymen, and Colorado Nurserymen Association.

6.2 - Irrigation.

Irrigation systems, when needed, should efficiently distribute water to plants which require it. Temporary underground, drip or other low water consumption irrigation systems will be encouraged where appropriate. All irrigation systems must be designed and installed according to all applicable codes and regulations.

6.3 - Landscape Materials.

Landscape materials such as paving and deck surfaces, mulches, edging, sculpture, exterior lighting, etc. should be compatible and harmonious with the architectural design of the structure and surrounding neighborhood. The use of stone or gravel mulch for shrub beds is strongly discouraged.

6.4 - Gardens.

No gardens or accessory Improvements thereto may be installed, constructed or maintained on any Lot except in compliance with these Design Guidelines and except as approved in writing by the Committee prior to construction or installation thereof, which approval may be given or withheld in the Committee's sole and absolute discretion. Vegetable gardens should be located in the rear or side areas of the Homesite so that both the garden and its accessory operating areas are substantially screened from view of adjacent Owners and public streets.



6.5 - Retaining Walls and Landscape Walls.

A general goal for the Colorado Golf Club Development is to support the sense of openness throughout the community. For this reason, the use of landscape walls is limited to establishing privacy around outdoor spaces, providing an edge between formal landscaped areas and native landscape and creating outdoor spaces such as courtyards. Retaining walls should act as architectural extensions of the residence.

All retaining walls shall be constructed of stone or stone veneer. No timber walls will be permitted. Retaining walls on the Homesite will be as low as possible. If walls are required to be higher than four (4) feet or have cuts into the hillside greater than six (6) feet, they shall be stepped or terraced and landscaped to minimize impact. Any walls exceeding six (6) feet in height must be designed by a registered professional engineer. Materials used should complement the natural surroundings and the architecture.

6.6 - Maintenance.

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses, and removal of trash. The penalty for neglecting landscape maintenance will be \$100.00 per day.

ARTICLE VII

ANCILLARY IMPROVEMENT STANDARDS

As with all other Improvements within the Colorado Golf Club Development, the design and location of all ancillary Improvements must be approved by the Committee before those ancillary Improvements can be constructed or installed. This chapter sets forth requirements and standards for ancillary Improvements and the Committee review and approval process relating thereto.

7.1 - Parking.

Care must be given to screen parking areas with plant materials, land forms, or walls and to develop these areas such that any required grading is achieved with the least amount of disturbance. Parking areas should be screened from neighboring Homesites with natural shaped earthen berms and plantings. The use of dry laid stone or technical retaining structures is encouraged to give these areas a strong sense of space and to minimize the impact to the existing vegetation. Paving patterns, colors and design should be considered to further enhance the quality of these spaces. A minimum of three (3) off street guest parking spaces, including covered parking within garages or carports, which may be used for guest parking, shall be provided per residence. It will be determined by the Committee, at the time of submittal, if additional off street guest parking spaces will be required for the Homesite.

7.2 - Storage of Recreational Vehicles.

Storage of boats, campers and other recreational vehicles at residential Homesites is not permitted with the exception of those stored within a garage or enclosed structure. Specific restrictions concerning parking and storage of recreational vehicles and other vehicles are set forth in the Declaration.

7.3 - Fences and Enclosures.

7.3.1 - Perimeter Lot Line Fences/Pet Enclosures 7.3.1 was amended 3/30/2013 - Amendment is attached at the end of this document

In order to maintain the spaciousness and visual quality of the natural environment of the Colorado Golf Club Development and to ensure continuity throughout, no fences, including, without limitation, perimeter fences or walls, shall be erected or maintained on any Homesite; provided, however, that Owners may be permitted to construct and maintain a dog run or similar pet area constructed with approved materials and configured and located adjacent to, as well as attached to, the home, integrated into the architecture, and in accordance with plans and specifications approved in advance in writing by the Committee in its sole and absolute discretion. The foregoing notwithstanding, fully-operational electronic fences shall be permitted upon any Homesite and shall further be required for any Owners who wish to maintain pets upon their Homesite and outside of Improvements on such Homesite.



7.3.2 - Enclosures

Enclosures used for screening of outdoor use areas such as: hot tubs, tennis courts, children's enclosures, dog runs, etc., when approved, shall be constructed of wood, masonry, stucco, or iron and shall be complementary in design to the main structure(s). These enclosures shall not exceed five (5) feet in height, with the exception of tennis court enclosures which, if permitted, shall not exceed twelve (12) feet in height respectively. If so permitted, tennis court fences shall be dark vinyl clad chain-link fence such as black, brown, green or similar colors. Wind screens shall be permitted on tennis court enclosures. All enclosures must be adequately screened from adjoining residences and streets and not obstruct views of adjacent Homesites.

7.4 - Lighting.

Exterior lighting used to enhance architecture and landscape features is encouraged. All exterior lighting shall be indirect lighting and/or of a "sharp cutoff" design in order to screen its source and minimize light spill onto adjacent properties. Such fixtures, used for illumination of driveways, walks, address signage, and general landscape purposes, shall be compatible with the architecture of the structure(s).

Tennis court lights are not permitted.

Manufacturer's cut sheets of all proposed exterior light fixtures must be submitted for review and approval.

7.5 - Signage.

No sign of any kind shall be displayed to public view on any Lot or on or from any Improvement except for signs permitted under these Design Guidelines or otherwise approved by the Committee. No signs whatsoever shall be attached or fastened to any fences or natural features including existing trees. In addition, no sign shall exceed a height of five feet from grade. Douglas County permits shall be required prior to the construction of any signs.

7.5.1 - Residential Address / Identification Signs

Notwithstanding the foregoing, each Owner of a Lot shall be required to construct and maintain upon its Lot near the driveway entrance to the Lot an illuminated address monument or column identifying the address to such Owner's Lot, which illuminated address monument or column shall be subject to the prior written review and approval of the Committee in connection with or concurrently with the Committee's granting of all other approvals for such Lot for the residence and other Improvements associated with such Lot. Such signs shall be constructed of natural materials such as wood, masonry and other materials which are compatible with the architecture of the home. The Architectural Control Committee reserves the right to establish standardized residential address and identification signs that would be in keeping with the design and theme of the signage plan within the Project.

7.5.2 - For Sale Signs.

The restriction set forth in Section 7.5 "Signage" above shall expressly apply to and include, without limitation, any and all real estate marketing, listing or other "for sale" or "for rent" signs; provided, however, that any Owner wishing to market and advertise its Lot and residence for sale within the Project shall be permitted to display a universally designed marketing emblem upon the required illuminated address monument or column near the street or road adjacent to such Owner's Lot, which universally designed marketing emblem will be of a design, character and configuration determined by, and will be promulgated and made available by, the Committee for use throughout the Project. The Owner shall be entitled to display such universally designed marketing emblem only upon its illuminated address monument or column as an indication of such Owner's desire to sell or rent. No other such marketing or listing signs or "for sale" or "for rent" signs, emblems, banners, flags or other such marketing materials may be displayed upon any Lot within the Project.

7.5.3 - Signs Required by Legal Proceedings.

All signs required by Douglas County for legal proceedings shall conform and adhere to Douglas County standards. These signs are not subject to review and approval by the Committee.



7.6 - Trash Receptacles.

Trash containers shall be kept within enclosed structures and screened from adjacent property views. These structures shall be made of like forms complementary to the architecture of the home and be animal resistant.

7.7 - Mailboxes.

Mailboxes are to be located and designed by the Owner; provided, however, that the location, design, configuration and materials shall be subject to review and approval by the Committee.

7.8 - Utilities.

All utilities, except lighting standards and customary service devices for access and control, shall be installed underground. Existing aerial utilities may remain above ground. Air conditioning and condenser units must be screened. All utility connections shall be underground whenever possible. Where utility connections and housing are above ground, they should be carefully coordinated to match the color scheme of the architecture and/or screened from view by landscape plantings.

7.9 - Antennas.

Except as otherwise required to be permitted by applicable law, and except as expressly permitted by the Declaration, no towers, aerials, antennae, satellite dishes, microwave systems or other devices for reception or transmission of radio, television or other electronic signals, or other roof projections, including but not limited to lightning rods and weather vanes, shall be maintained on the roof or any other exterior location of any Improvements on a Homesite, without the prior approval of the Committee.

7.10 - Solar Devices.

Solar devices must be integrated into the building structure and massing or, if ground mounted, must be screened by the placement of plant material and earthen berms.

7.11 - Flagpoles.

Permanent flagpoles shall not exceed twenty (20) feet in height. Flag and/or banner sizes shall not exceed four (4) by six (6) feet in width and length or twenty four (24) square feet. All flags and banners, other than the United States and State of Colorado flags must be approved by the Committee.

7.12 - Play Structures.

No swingsets, jungle gyms, slides or other similar Improvements may be installed, constructed or maintained on any Lot except in compliance with these Design Guidelines and except as approved in writing by the Committee prior to construction or installation thereof, which approval may be given or withheld in the Committee's sole and absolute discretion. Appropriate screening and integration into the overall Landscape Plan will be required. No steel striped A-framed types are permitted.

7.13 - Sports Equipment.

No sports equipment or structures may be installed, constructed or maintained on any Lot except in compliance with these Design Guidelines and except as approved in writing by the Committee prior to construction or installation thereof, which approval may be given or withheld in the Committee's sole and absolute discretion. Appropriate screening and integration into the overall Landscape Plan will be required. No permanent sport structures will be allowed in the front area of the Homesite. Basketball backboards must be made of a clear material and mounted on a post.

7.14 - Exterior Art/Sculpture.

Appropriate screening and integration into the overall Landscape Plan will be required.

7.15 - Dog Houses and Runs.

Appropriate screening and integration into the overall architecture and Landscape Plan will be required.



PROCEDURES SECTION

ARTICLE VIII

DESIGN REVIEW PROCESS, REQUIREMENTS AND PROCEDURES FOR SUBMITTAL

The Design Review Process adheres to a strict series of requirements and procedures that all Owners and/or their designated representatives shall comply with in order to gain approval for all Improvements. Any Improvements that are to be undertaken within the Colorado Golf Club Development, whether new residential construction, subsequent exterior renovations, or site development construction such as walks, driveways, drainage, fencing improvements, landscape planting or other exterior improvements, are subject to review by the Committee. Each step of the review process must be completed and plans submitted to the Committee for approval before advancing to the next submittal level. After Final Plan approval has been achieved, the appropriate building permit(s) may be applied for, and when obtained, construction may begin.

All plans, samples and other materials to be submitted to the Committee shall have been prepared on behalf of the submitting Owner by such Owner's Professional Design Team, including a licensed architect and/or engineer in good standing in the State of Colorado, and all plans and drawings for all Improvements for any Homesite shall be original in design, specifically prepared for such Owner and the Homesite in question. All such plans, samples and other materials shall be submitted in duplicate, and the required scale of various kinds of plans shall be set forth in these Design Guidelines. Concurrently with an Owner's submission of any such plans, samples or other materials, such Owner shall be required to submit a certificate executed by such Owner and such Owner's licensed architect and engineer in a form acceptable to the Committee, confirming that the Owner, together with such Owner's licensed architect or designer, have read and understand all of the requirements of these Design Guidelines, and that the documents, plans and materials being submitted comply therewith to the best of such Owner's and its architect's and engineer's knowledge and understanding. In addition, and concurrently with or prior to an Owner's submission of such plans, samples and materials to the Committee, each Owner shall submit a letter of credit in the amount of no less than \$100,000.00 issued by a financial institution acceptable to, and issued in favor of and in a form and substance acceptable to, the Committee and/or the Board of Directors of the Colorado Golf Club Owners Association, which letter of credit shall serve as security for such Owner's compliance with and construction in accordance with any Final Plan. The Committee shall have the right to require that all such plans, samples and materials be submitted in an electronic format, and that three-dimensional architectural models be submitted in connection with any proposed Improvements, all being sufficient in detail so as to enable the Committee to understand the proposed location, configuration and dimensions of the proposed Improvements relative to neighboring properties and other Lots and areas within the Project.

8.1 - Summary of the Design Review Process.

Exhibit "A" attached hereto and incorporated herein by this reference sets forth a summary of the Design Review Process.

8.2 - Pre-Design Site Meeting.

The critical first step in the review process is the requirement that the Owner, members of the Professional Design Team and a representative of the Committee attend a Pre-Design Site Meeting. The purpose of the Pre-Design Site Meeting is to review the pre-established criteria for the Homesite Classification, the requirements for submittals and to conduct a site analysis of the Homesite (the "Site Analysis"). The Site Analysis shall assist the Owner in understanding the intrinsic qualities of the Homesite including the potential and limitations for his or her proposed ideas. Minutes of the Pre-Design Site Meeting will be sent to the Owner and their designated representatives, and will be filed in the Committee office.

8.3 - Conceptual Plan Submittal.

8.3.1 - Requirements for Submittal.

Following the Pre-Design Site Meeting the Owner will direct the Professional Design Team to prepare



Conceptual Plans including a detailed Site Analysis. All sheets of the Conceptual Plans will be 24" x 36" minimum in size and include lot and filing numbers with Owner's and Builder's name. The Conceptual Plan submittal must including the following:

Site Analysis Map

A Site Analysis Map shall be prepared by using the Final Plat, the Declaration and these Design Guidelines as base information. The Site Analysis Map shall evaluate the Homesite's intrinsic characteristics, areas to be protected from disturbance and identify locations for building improvements. The following characteristics and qualities to be mapped are: slopes, drainages, soils, vegetation, views, relationship to surrounding residences and climate conditions including: sun angles, dominant wind direction and potential snow drifting patterns. The Site Analysis Map shall be at a scale of 1" = 40'-0".

Professional Survey

A professional survey, by a surveyor licensed in the State of Colorado, of existing conditions including topography, streets, utilities, drainage ways, vegetation and other natural features must be prepared for all Homesites. All legal restrictions, including rights-of-way, easements, property lines, and setbacks, will also be included. All survey information should extend to property lines of the Homesite and beyond to include any right-of-way or drive access easements directly adjacent to the Homesite. All surveys shall be tied to benchmarks existing in the Colorado Golf Club Development and use U.S. Geological Survey mean / sea level datum.

The survey shall be at a minimum scale of 1" = 40'-0" and include a north arrow.

- a. Topographic Information for Homesites Three Acres or Smaller
For Homesites three (3) acres or smaller a professional survey must be prepared for the entire Lot. Topography for these Homesites will be at two (2) foot contour intervals and (1) foot contour intervals for the one (1) acre equally surrounding and including the building foot print.
- b. Topographic Information for Homesites Three Acres or Larger
For Homesites over three (3) acres, a professional survey will include topography at two (2) foot contour intervals for the majority of the Building Envelope extending to the setbacks on the front and sides of the lot. One (1) foot contour interval will be required within all areas to be disturbed by construction improvements including the entire access corridor.

Site Plan

The Site Plan will be at a scale of 1" = 10'-0" and extend fifty (50) feet beyond the limits of disturbance of all proposed improvements. The Site Plan will locate building footprint, driveways, parking areas, limits of construction, vegetation and drainage features, existing and proposed grading at a one (1) foot contour interval with appropriate spot elevations and must include the entire access corridor.

A Key Map, at a scale of 1" = 200'-0" must be included on the Site Plan Map. It will locate the entire lot within the context of the Colorado Golf Club Development and indicate all proposed building improvements on the Homesite as well as the limits of the above Site Plan.

Landscape Plan

The Conceptual Plan submittal shall also include a Conceptual Landscape Plan (the "Landscape Plan"). The plan will illustrate a general layout of proposed landscape improvements and areas to be irrigated (see Article VI "Landscape Guidelines" and Appendix: Colorado Golf Club Plant List for suggested plant materials).

Architectural Plans

- a. Roof and floor plans at a scale of 1/8" = 1'-0" or larger.
- b. Architectural elevations (front, side and rear) at the same scale as the floor plans, indicating both existing and proposed grade lines, finish floor elevations, and top of slab elevations.



- c. Indicate and define all proposed exterior materials.
- d. Any other proposed improvements (i.e. decks, awnings, gazebos, greenhouses, tennis courts, pools, hot tubs, etc.).

Study Model

To assist in massing development a study model, at a scale of $1/8" = 1'0"$ of the proposed Homesite and structural elements may be required. In lieu of a model the Committee may request two or three perspectives generated by a computer model.

Staking

In order to assist the Committee, the Owner will provide accurate staking (± 1 foot) of all proposed building corners (red top), the driveway center line at twenty (20) foot intervals (blue top), and Homesite corners, easements, and setbacks (yellow top). All stakes must extend at least 3' about grade and must be identified and color coded. Staking must be completed at time of Conceptual Plans submittal for Committee review.

8.3.2 - Procedure for Submitting.

- a. After preparing the appropriate plans, the Owner shall submit the plans to the Committee.
- b. Upon receiving Conceptual Plans the Owner, or their designed representative, will be allowed thirty (30) minutes to make a presentation to the Committee of his or her proposed ideas. The Committee will then have 30 days to review the submitted plans and staking, and to issue a written response of approval, conditional approval or denial. If Conceptual Plans have been approved by the Committee the Owner may proceed to the Final Plan stage of the requirements and procedures for submittal. If Conceptual Plans have been conditionally approved by the Committee the Owner shall submit revised plans that satisfy the recommendations and requirements set forth in the conditional approval before the Owner can submit Final Plan. In the event of a denial, the re-submittal of Conceptual Plans shall follow the Conceptual Plan submittal procedures.
- c. After the Conceptual Plans are approved, the Owner may begin preparation of Final Plan. In the event of a denial, a written response will be given explaining the reasons for denial. Any re-submittal of plans shall follow the Conceptual Plan submittal procedure.

8.4 - Final Plan Submittal.

8.4.1 - Requirements for Submittal.

Following the Conceptual Plan approval, the Owner shall direct the Professional Design Team to prepare the Final Plan. All sheets of the Final Plan shall be 24" x 36" minimum in size and include lot and filing numbers with Owner's and Builder's name. The Final Plan Submittal shall including the following:

Site Plan

Update of the Site Plan, all finish floor and top of slab elevations, all site improvements, and all utility connections, location of erosion control materials, limits of construction, and absolute location of building footprint relative to property corners and adjacent property lines.

Construction Site Logistics Plan

The Construction Site Logistics Plan shall include a scaled site plan drawing which will show all rights-of-way, locate limits of construction, erosion control materials, temporary drainage control, access, contractor's field offices and construction structures, stockpile of construction materials, parking, trash storage, construction fences and location of portable toilets (See Article IX "Construction Period Regulations" for additional specific requirements).

Architectural Plans

The Architectural Plans shall include::

- a. Detailed roof and floor plans at a scale of $1/4" = 1'0"$.



- b. All exterior elevations (front, rear and sides), at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, top of slab elevations and building height calculations. All materials shall be specified.
- c. Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
- d. Samples of all finished exterior materials and colors, plus window and glass specifications. Samples must be presented on a 24" x 36" board (1/8" thick) clearly marked with the Owner's name, lot and filing numbers. Cut sheets for exterior lighting must also be submitted. Final approval of exterior materials will be issued after inspection of a 4' x 4' lay-up of material at the Homesite (generally 30 days prior to the start of construction). In addition, a typed schedule of samples, or specifications of exterior materials and colors must be included on the Final Plan. The color board must include a rendered elevation of the front of the home.
- e. Complete set of electrical plans.
- f. Complete set of structural plans.

Staking

Any adjustments in Homesite staking will be made at this time and the Committee shall be notified.

8.4.2 - Procedure for Submitting.

- a. After preparing the Final Plan, the Owner shall submit the plans to the Committee.
- b. Upon receiving the Final Plan the Committee will have thirty (30) days to review the submitted plans and staking, and to issue a written response of approval, conditional approval or denial. If Final Plan have been approved by the Committee the Owner may submit the Final Plan to Douglas County for the appropriate building permit(s) and, once issued, begin construction. If Final Plan have been conditionally approved by the Committee the Owner shall submit written documentation that the recommendations and requirements set forth in the conditional approval have been satisfied before the Owner can obtain Douglas County permits. In the event of a denial, the re-submittal of Final Plan shall follow the Final Plan submittal procedure.

8.5 - Landscape and Irrigation Plans.

Landscape and Irrigation Plans shall be submitted and approved by the Committee prior to issuance of the Certificate of Occupancy.

All sheets of the Landscape and Irrigation Plans submittal shall be 24" x 36" minimum size and include lot and filing numbers with Owner's and Builder's name. The Landscape and Irrigation Plans will also include the following:

1. Existing streets, rights-of-way, easements, vegetation, property lines, Building Envelopes, proposed grading at a one (1) foot contour interval, north arrow and scale.
2. Identify and locate all plant selections of the proposed landscape design and include a plant list indicating quantity, common name, botanical name, container size.
3. Grading and layout of all additional landscape improvements such as berms, walks and structures not covered under the Conceptual Plans submittal requirements.
4. Landscape and Irrigation Plan will be required for all areas of the proposed landscape designated for irrigation.

8.5.1 - Procedure for Submitting.

- a. After preparing the Landscape and Irrigation Plans, the Owner shall submit the plans to the Committee.



- b. Upon receiving the Landscape and Irrigation Plans the Committee will have thirty (30) days to review the submitted plans and to issue a written response of approval, conditional approval or denial. If Landscape and Irrigation Plans have been approved by the Committee the Owner may begin construction. If Landscape and Irrigation Plans have been conditionally approved by the Committee the Owner shall submit written documentation that the recommendations and requirements set forth in the conditional approval have been satisfied before the Owner can begin construction. In the event of a denial, the re-submittal of Landscape and Irrigation Plans shall be required.

8.6 - Revisions and Additions to Final Plan.

8.6.1 - Requirements for Submitting.

If, after approval of the Final Plan is granted by the Committee, the Owner desires to make revisions or additions that that plan, the entire Final Plan as revised and/or expanded must be submitted to the Committee for approval. The revised Final Plan will be 24" x 36" minimum size, include lot, block and filing numbers with Owner's and Builder's name. Construction of proposed revisions and/or additions shall not begin until approval has been given. The revised Final Plan submittal will include the following:

Survey

Revisions and/or additions to the professional survey, as needed.

Site Analysis Map

Revisions and/or additions to the Site Analysis Map, as needed.

Site Plan

Revisions and/or additions to the Site Plan, as needed.

Architectural Plans

- a. Revision and/or additions to the detailed roof and floor plans at a scale of $\frac{1}{4}" = 1'$ or larger.
- b. Revisions or additions to the exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, and top of slab elevations.
- c. Revisions or additions to wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
- d. Re-submittal of revised, changed and/or added samples of all finished exterior materials and colors, plus window and glass specifications. Samples must be presented on a 24" x 36" board ($\frac{1}{8}"$ thick) clearly marked with the Owner's name, and lot, block and filing numbers. Cut sheets for exterior lighting must also be submitted. A 4' x 4' lay-up of exterior material at the Homesite shall be erected. In addition, a typed schedule of samples, or specifications of exterior materials and colors must be included on the Final Plan.

Staking

Any adjustments in Homesite staking will be made at this time and the Committee shall be notified.

8.6.2 - Procedure for Submitting.

- a. After preparing revisions and/or additions to the Final Plan, the Owner shall submit the plans to the Committee.
- b. Upon receiving revisions and/or additions to the Final Plan the Committee will have thirty (30) days to review the submitted plans, and staking, and to issue a written response of approval, conditional approval or denial. If revisions and/or additions to the Final Plan have been approved by the Committee the Owner may submit the plans to Douglas County for the appropriate building permit(s) and, once issued, begin construction. If the revisions and/or additions to the Final Plan have been conditionally approved by the Committee the Owner shall submit written



documentation that the recommendations and requirements set forth in the conditional approval have been satisfied before the Owner can obtain Douglas County permits. In the event of a denial, the re-submittal of the additions and/or revisions of the Final Plan shall follow the Final Plan requirements for submittal.

8.7 - Compliance.

8.7.1 - Review of Work in Progress.

The Committee may review all work in progress and give notice of noncompliance. Absence of such reviews or notification during the construction period does not constitute either approval by the Committee of work in progress or compliance with these Design Guidelines or the Declaration. Any Committee visits are in addition to standard inspections required by other jurisdictions throughout the construction process and are made for the purpose of verifying compliance with these standards only.

Upon completion of any residence or other Improvements for which final approval was given by the Committee, the Owner or the duly authorized representatives will give written notice of completion to the Committee. Within thirty days from receipt of the written notice of completion, the Committee may review all Improvements in accordance of Final Plan. If it is found that construction was not completed via the approved Final Plan, the Committee will notify the Owner in writing of such noncompliance and require the Owner to remedy the discrepancies.

Approval of plans by the Committee shall not be deemed to constitute compliance with the requirements of any local, zoning, safety, health or fire codes. It shall be the responsibility of the Owner or duly authorized representative submitting plans to assure such compliance. Nor shall approval waive any requirements on the part of the Owner or his representative to comply with setbacks, height restrictions, or other requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the Committee and local jurisdictions where applicable.

8.8 - Certificate of Accuracy.

Prior to the start of the framing, a registered surveyor licensed in the State of Colorado (hired by the Owner) shall provide a Certificate of Accuracy attesting that:

1. The building foundation is located as approved (+/- 6" tolerance) by the Committee in the Final Plan Submittal; and
2. The building foundation elevation is as approved (+/- 3" tolerance) by the Committee in the Final Plan Submittal.

The certificate must be in the form of an improvement survey showing dimensions of foundation to property lines and elevations (related to USGS datum or equivalent benchmark) on top of foundation walls. Points at which elevations are taken must be clearly identified and correlate with location of top of foundation as shown in the Final Plan Submittal.

The Certificate of Accuracy must be filed in the Committee office prior to commencement of framing.

8.9 - Period of Plan Validation.

Final approval of plans is valid for twelve (12) months. Construction must begin within this period. If not, plans must be resubmitted for re-review by the Committee with a new submittal review fee. A submittal proposing a different dwelling for the same Homesite requires the review process to restart with the Pre-Design Site Meeting.

8.10 - Liability.

There shall be no liability imposed on the Committee, any member of the Committee or any Committee representative, for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of plans



for any Improvements to a Lot be deemed approval of, the Improvement to such Lot from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations. Every Owner or other person who submits plans to the Committee for approval agrees, by submission of such plans and specifications, that they will not bring action or suit against the Committee and/or Developer to recover damages.

8.11 - Review Fees.

The review fee charged for Conceptual Plan, Final Plan, Landscape and Irrigation Plan submittals, including revisions and additions to Final Plan shall be at rates established by the Committee. The Committee reserves the right to assess an additional fee for problematic submissions requiring significant additional review time. Letters of Credit assuring an Owner's compliance with the Committee's approvals shall be posted in compliance with the requirements of the Declaration.

ARTICLE IX

CONSTRUCTION PERIOD REGULATIONS

In the interest of all Owners and contractors, the following regulations shall be enforced during the construction period.

9.1 - Approval and Deposit.

Before an Applicant may proceed with construction of any project after a Construction Site Logistics Plan has been submitted to the Committee, the following must occur.

1. The applicant must receive written approval of the Construction Site Logistics Plan from the Committee.
2. The Owner and the Owner's General Contractor must enter into agreement with the Committee to adhere to the approved Construction Site Logistics Plan and to these Review Procedures (see Appendix – Construction Site Logistics Agreement).
3. A performance security deposit established by the Committee must be deposited with the Committee. An additional deposit, as determined by the Committee, may be required based on the size and scope of the project and the probable costs of remedying and/or correcting noncompliance. The purpose of the performance security deposit is to ensure compliance with this Article IX "*Construction Period Regulations*". The Committee may apply all or any portion of this deposit toward payment of any costs incurred to ensure compliance, including, but not limited to, street cleaning costs, costs of repair of streets, gutters, medians, utilities and other infrastructure elements and cost of repairing and replacing damaged landscaping. The Committee may incur such costs without notice to the Owner or general contractor, although the Committee will make a good faith effort to provide prior notification. The Committee shall be entitled to any interest accruing on said deposit prior to issuance of a Certificate of Compliance for the project and, within sixty (60) days after the issuance of said certificate, shall refund any remaining portion of the deposit. If at any time prior to issuance of a Certificate of Compliance for the project the amount of the deposit drops to less than 50% of the original deposit as a result of application and use by the Committee as set forth above, the Committee may require an additional deposit to increase the total deposit on hand to the original amount of the deposit. Unless said amount is deposited within fifteen (15) days after notification by the Committee of the requirement for the additional deposit, the Committee may prohibit further construction until the additional amount is deposited. Any amounts expended by the Committee to ensure compliance over and above the amount of the deposit available shall bear interest at the rate of 1-1/2% per month, as a penalty, until a sufficient amount to cover the shortfall is deposited with the Committee. In addition, the amount of any additional deposit required by the Committee that is not deposited within fifteen (15) days after notification by the Committee of the requirement shall bear interest at the rate of 5% per month, as penalty, until deposited with the Committee.



9.2 - Construction Site Logistics Plan.

Prior to construction, the Owner and contractor must submit a detailed Construction Site Logistics Plan to the Committee and obtain the Committee's approval of the Construction Site Logistics Plan (see Section 8.4.1 "Requirements for Submittal", Construction Site Logistic Plan). The plan shall include size and location for construction material storage areas, limits of disturbance, access areas, parking, chemical toilet location, dumpster, fire extinguisher, utility trenching, location of concrete clean out and a construction sign. Erosion control and quick seeding of all disturbed areas must be planned. Care must be given to existing drainages to assure they are left undisturbed during the construction period. Construction Site Logistics Plan for the individual Homesite Classifications are as follows:

Open Meadow/Grassland Homesites

Construction techniques should be considered that have minimal impact on the site. Staging on these Homesites may be difficult as no natural locations exist. Staging clear-cuts will not be allowed. The contractor should plan in advance for any required off-site soil storage.

Wooded/Screened Homesites

Access to Wooded/Screened Homesites must be carefully controlled as compaction of the natural ground cover will result in permanent scarring.

Ridgeline/Sloped Homesites

Construction staging should be isolated to the western access to Lots with Ridgeline/Sloped Homesites. The pristine nature of the Colorado Golf Club Development must not be compromised. Access to Ridgeline/Sloped Homesites must be carefully controlled as compaction of the natural ground cover will result in permanent scarring.

9.3 - OSHA.

All applicable OSHA regulations and guidelines will be strictly observed at all times.

9.4 - Construction Hours.

Construction hours shall be between the hours of 7:00 A.M. and 7:00 P.M. Monday through Saturday.

9.5 - Construction/Limit of Work Fence.

Black vinyl construction fence shall be installed around the entire perimeter of the limits of disturbance and or limits of construction as illustrated on the Construction Site Logistics Plan.

9.6 - Construction Trailers, Sheds, or Temporary Structures.

In addition to the Construction Site Logistics Plan and prior to construction, the Owner and contractor must submit plans for the size, configuration, design and location of all construction shelters and obtain the Committee's approval of those plans. All temporary structures shall be removed upon completion of construction. A \$50.00 per day fine will be levied on each temporary structure not removed upon construction completion. All temporary structures must be maintained and kept in a clean and professional appearance. Maximum duration per approval shall be 12 months.

9.7 - Excavation.

Excess excavation material shall be removed from the Homesite and shall not be placed in common areas, roads, or other Lots (except as approved on a site specific basis by the Committee). Excavation, except for utility trenching, shall be on the Owner's Homesite only. Contractors are prohibited from spreading excess debris or material over the remainder of the Homesite or any other Lot without approval of the Developer.

9.8 - Debris and Trash Removal.

Regular cleanup of the construction Homesite is mandatory. All trash and debris shall be stored in a trash receptacle located upon the Homesite and shall be removed from the construction site on a weekly basis or when full, whichever is sooner. All soil and debris flowing into the street(s) or open spaces from the construction Homesite shall be cleaned immediately. Violation of these regulations will result in a \$50.00 fine per day.



9.9 - Vehicles and Parking.

All vehicles will be parked so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be left on community roads overnight. All violators will be fined \$50.00 per day per vehicle.

9.10 - Pets.

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction Homesite.

9.11 - Blasting.

If any blasting is to occur, the contractor shall be responsible for informing all residents in the proximity of the blasting area.

9.12 - Restoration and Repair.

Damage to any property other than the Owner's shall be promptly repaired at the expense of the person or entity causing the damage.

9.13 - Dust, Debris, Noise and Odor.

Every effort shall be made to control dust, debris, noise (including the personal use of radios, CD and tape players), and odor emitted from construction area. The contractor will be responsible for watering, screening or using dust inhibitors on problem areas as well as controlling noise and offensive odors from the Homesite.

9.14 - Security of Construction Site.

Security of construction site and materials shall be the Owner's responsibility.

9.15 - Prohibited Uses.

The following items are prohibited during the construction period:

1. Changing oil of vehicles and equipment without proper receptacles and removal procedures.
2. Concrete equipment, cleaning of concrete equipment and dumping of concrete shall be confined to the Homesite. All concrete equipment and construction materials related to concrete construction shall be removed from the Homesite prior to completion of home.
3. Removing any rocks, trees, plants, or topsoil from any portion of the property other than the Owner's Homesite.
4. Careless treatment of trees or no-build area.
5. Use of spring, surface, or irrigation water for any purpose.
6. Signs other than approved construction or real estate signs.
7. Careless use of cigarettes or flammable items.
8. Firearms.
9. Open Fires.
10. Homesite dumping of trash or EPA controlled substances.
11. Careless or reckless driving.
12. Driving across any open space or areas not designated for construction.



EXHIBIT "A"

GLOSSARY

Building Envelope – As defined in Section 4.2.

Committee – As defined in Section 1.1.

Conceptual Plans – a set of drawings, that include, among other things requested by the Committee, a Site Analysis Map, professional survey, preliminary Site Plan, preliminary Landscape Plan for a proposed Homesite that are submitted to the Committee for approval before proceeding to the Final Plan submittal levels.

Declaration – As defined in Section 1.1.

Developer – Colorado Golf Club, LLC.

Design Guidelines – The design standards, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and as amended from time to time by the Committee.

Final Drainage Study – Development master drainage plan approved by Douglas County identifying restrictions, preservations, easements and changes to the existing drainage ways for the entire Colorado Golf Club Development.

Final Plan – a set of drawings that include a site plan, construction site logistics plan, architecture and Landscape and Irrigation Plans for a proposed Homesite, submitted to the Committee for final approval of the Conceptual Plan.

Final Plat – a recorded subdivision map for the Colorado Golf Club Development prepared on the basis of the “*Reata South Subdivision, First Amendment*” submitted and approved by the various departments of Douglas County, including the Douglas County Planning and Community Development and submitted to the Douglas County Development Department to be recorded in the real property records of Douglas County, Colorado, showing the division of the Colorado Golf Club Development property into streets and lots and indicating the measurements of the individual parcels.

Homesite – That portion or portions of a Lot within the Building Envelope chosen by the Owner as the location for the home.

Homesite Classifications – The classifications described in Article III “*Homesite Classifications*”.

Improvements – As defined in the Declaration.

Landscape Plan – As defined in Section 8.3.1.

Lot – As defined in the Declaration.

Owner – The Owner of record of a Homesite, whether one or more persons or entities and all authorized agents of the Owner.

Professional Design Team – As described in Section 2.3.

Project – The entire land area platted as the Colorado Golf Club Development.



APPENDIX

COLORADO GOLF CLUB PLANT LIST

The following plants are included in this plant list because of their adaptability to extremes of climate and soil, hardy and vigorous natures, special design values, forms, foliage and or flower characteristics. This plant list is not intended to be all inclusive. However, the Committee will encourage their use.

DECIDUOUS TREES

Quaking Aspen
Canada Red Cherry
Amur Maple
Rocky Mountain Maple
Gambel Oak
Chokecherry
Flowering Plum
Select Crabapple Species
Select Hawthorn Species

EVERGREEN TREES

Ponderosa Pine

EVERGREEN SHRUBS

Arcadia Juniper
Broadmoor Juniper
Buffalo Juniper
Common Mountain Juniper
Prince of Wales Juniper
Rocky Mountain Juniper
Scandia Juniper
Tammy Juniper
Mugho Pine

NATIVE GRASS SEED MIXTURE

Native Blue Grama	39% by weight
Rosana Western Wheatgrass	20% by weight
Texoka Buffalograss	22% by weight
Prairie Junegrass	5% by weight
Inert Matter	13% by weight

Rate: 60% lbs. pure live seed per acre

DECIDUOUS SHRUBS

Barberry	Siberian Peashrub
Buck Bush	Selected Potentilla
Nanking Cherry	Rabbit Brush
Western Sand Cherry	Native Pink Rose
Native Chokecherry	Prickly Rose
Peking Cotoneaster	Rugosa Rose
Alpine Currant	Selected Sage Species
Golden Currant	Serviceberry
Squaw Current	Mountain Snowberry
Colorado Dogwood	Rock Spirea
Redtwig Dogwood	Threeleaf Sumac
Common Purple Lilac	Selected Sumac Species
Mountain Mahogany	Thimbleberry
Dwarf Ninebark	Twinberry
Mountain Ninebark	Select Viburnum Species
Golden Ninebark	Dwarf Arctic Willow
Gambel Oak	Slender Willow
Mountain Privet	Yucca
New Mexico Privet	Oregon Grape

Native Grass and Wildflower Mixture



**GROUND COVERS, VINES and
PERENNIALS**

Bee-Balm
 Blanket Flower
 Rocky Mountain Columbine
 Ox-Eye Daisy
 Blue Flax
 Border Jewel
 Kinnikinnick
 Lupine
 Creeping Mahania
 Rocky Mountain Pentstemon
 Select Poppy Species
 Creeping Pontentilla
 Fringer Sage
 Wild Strawberry
 Purple Leaf Wintercreeper
 Common Yarrow

Low Growing Seed Mixture

This mix is recommended as a proven low growing grass seed mixture for use near residences and out door use areas. This mixture does require limited irrigation for establishment and drought periods.

Perennial Ryegrass	25% by weight
Improved Bluegrass Species	25% by weight
Creeping Red Fescue	25% by weight
Chewings Fescues	25% by weight

Rate: 8 lbs. per live seed per 1000 square feet



COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE SUBMITTAL APPLICATION FORM

Submittal Date _____ Review Date _____

Lot _____

Street Address _____

Owner: _____

Current Address: _____

City/State/Zip: _____

Home Phone: _____ Business Phone: _____

Review comments to be sent to (if other than Owner):

Name: _____ Company: _____

Address: _____

City/State/Zip: _____

Pre-Design Meeting Date: _____ Committee Member: _____

Submittal:

_____ Conceptual Plan _____ Landscape Plan _____ Committee Fee Paid

_____ Final Plan _____ Certificate of Accuracy _____ Other

_____ Revisions & _____ Notice of Completion
Additions to Approved Final Plan

Comments: _____



Order: 85GD3RHFD
Address: 8617 Preservation Trl
Order Date: 10-25-2021
Document not for resale
HomeWiseDocs

COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE PRE-DESIGN MEETING

Lot _____

Street Address: _____

Meeting Date: _____ Time: _____

Attendees: _____

Owner: _____

Home Phone: _____ Business Phone _____

Architect: _____

Home Phone: _____ Business Phone _____

Checklist:

- _____ Homesite Classification
- _____ Site Analysis
- _____ Site Plan Concept
- _____ Building Site
- _____ Architecture Concept
- _____ Landscape Consent
- _____ Ancillary Improvements

Comments: _____



COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE

CONCEPTUAL APPROVAL DATE _____

FINAL APPROVAL DATE _____

ADDITIONS AND REVISIONS _____

APPROVAL DATE _____

Lot: _____ Filing#: _____ Deposit: _____

Owner: _____ Telephone: _____

Builder: _____ Telephone: _____

SITE PLAN CHECKLIST:

Building coverage _____
 Building location _____
 Building orientation _____
 Fences _____
 Grading _____
 Erosion control _____
 Drainage _____
 Driveway/site access _____
 Driveway treatment _____
 Grading issues _____
 Homesite classification _____
 No build areas _____
 Setbacks _____
 Survey _____

ARCHITECTURE CHECKLIST:

Accessory structures/utilities _____
 Architectural detail _____
 Building height _____
 Colors _____
 Decks/outdoor spaces _____
 Elevations _____
 Entry _____
 Exterior materials _____
 Finish floor elevation _____
 Fire sprinkler system _____
 Garage _____
 Mass/Proportion/Scale _____
 Roof Plan _____
 Top of foundation _____
 Shadow lines _____
 Structural expression _____

ANCILLARY CHECKLIST:

Antennas _____
 Dog houses & runs _____
 Fences & enclosures _____
 Flagpoles _____
 Parking _____
 Play structures _____
 Lighting _____
 Signage _____
 Solar devices _____
 Sports equipment _____
 Storage of recreational vehicles _____
 Trash receptacles _____
 Utilities _____
 Exterior art/sculpture _____

Plans approved: _____ Materials approved: _____ Colors approved: _____

Comments: _____



COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE

CONCEPTUAL LANDSCAPE PLAN APPROVAL DATE: _____

FINAL LANDSCAPE PLAN APPROVAL DATE: _____

Lot _____

Owner: _____ Telephone: _____

Builder: _____ Telephone: _____

Architect: _____ Telephone: _____

Landscape Checklist:

Gardens	_____
Foundation planting	_____
Irrigation	_____
Landscape materials	_____
Maintenance	_____
Mulch type & quantity	_____
Plant materials	_____
Perimeter planting	_____
Retaining/landscape walls	_____
Screening of structures	_____

Plans approved: _____ Materials approved: _____

Comments: _____



COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE

Construction Logistics Plan

Lot _____

Owner: _____ Telephone: _____

Builder: _____ Telephone: _____

Architect: _____ Telephone: _____

Construction Checklist:

Existing improvement _____
 Field office locations _____
 Storage trailers _____
 Materials stockpiles _____
 Parking _____
 Fences _____
 Access points _____
 Sign locations & specifications _____
 Material delivery access points _____
 Dumpster locations _____
 Concrete truck washing locations _____
 Temporary toilet facilities _____
 Excavation haul routes _____
 Large construction equipment identified _____
 Milestone schedule _____
 List of contracts _____
 Street cleaning program _____

Utilities;

Existing utility locations (pipe sizes, valves, manholes, etc.)
 Gas _____
 Electric _____
 Communications _____
 Water _____
 Proposed utility locations (pipe sizes, valves, manholes, connection points, etc.)
 Gas _____
 Electric _____
 Sewage System _____
 Communications _____
 Water _____
 Storm Drains _____
 Existing street lights _____
 Easement boundaries with dimensions _____

Performance security _____

Construction Site _____
 Logistics Agreement _____



COLORADO GOLF CLUB

ARCHITECTURAL CONTROL COMMITTEE

Construction Site Logistics Agreement

1. Parties

A. Owner:

B. Owner's General Contractor:

C. Colorado Golf Club Review Committee

Committee Address _____

Committee Phone Number _____

2. Agreement

By execution of this agreement, Committee, Owner and Owner's General Contractor acknowledge that the Construction Site Logistics Plan dated _____, 20____ ("Plan") submitted for development of the Owner's site located at or generally known as Lot _____ of Colorado Golf Club has been approved by the Committee subject to the conditions set forth in the Committee letter dated _____, 20____, and that the Committee is holding a performance security deposit to ensure compliance with the plan and with the Construction Site Logistics section of the Review Procedures. Owner and Owner's General Contractor acknowledge and agree that they will comply with the plan and with the Construction Site logistics section of the Review Procedures in all respects, that they will obey all directives of the Committee concerning matters or items not in compliance with the plan, and that the failure of Owner or Owner's General Contractor to ensure compliance with the plan or with the Construction Site Logistics section of the Review Procedures or obey such directives will give the Committee the right (1) to forfeit all or any part of the performance security deposit, (2) to order an immediate halt to all construction on the site until compliance occurs, (3) to remedy or correct the noncompliance itself at Owner's expense, and (4) to require the posting of a new or additional performance security deposit as a prerequisite to allowing construction on the site to resume, which, if not paid in a timely manner, may be increased by penalty amounts.

Owner:

By: _____

Owner's General Contractor:

By: _____

Colorado Golf Club Committee:

By: _____

Date: _____



Amendment to Colorado Golf Club Design Guidelines

4.2.1 – Maximum and Minimum Building Coverage

(a) **Minimum Building Coverage.** Each residence constructed upon a Homesite shall be required to contain a minimum of 3,000 square feet of finished living space to be located above grade on the ground floor of the residence (exclusive of any garage space);

(b) **Maximum Building Coverage.** Each residence constructed upon a Homesite which is less than 2.5 acres in size will contain no more than 8,000 square feet of finished living space above grade (exclusive of any garage space). Each residence constructed upon a Homesite which is greater than 2.5 acres in size will contain no more than 10,500 square feet of finished living space above grade (exclusive of any garage space).

The Committee will strongly scrutinize the impact of any walkouts and its proportion to the overall residence.

4.2.2 – Building Height and Profile

The number of stories per home should be in direct relationship to the terrain and must follow the general slope of the Homesite. Building height and profile should be in scale with the surrounding features such as existing vegetation and topography. Upper floor(s) must be no more than 50% of the building footprint, inclusive of garages and covered outdoor living spaces, but exclusive of roof overhangs. The intent is to keep the massing to the center of the residence in order to reduce the overall building scale. The following considerations for the individual Homesite Classifications are to be used as general guidelines for Improvements. Site specific variables will also be evaluated when considering building height and profile.

5.1 – Massing, Proportion and Scale

In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the Homesite. The Committee will encourage designs that achieve a delicate balance between distinctive form and subtle impact on the immediate environment. Homes developed around more than one axis generally exhibit roof lines that are less monotonous than linear designs. Attention to this architectural detail will reduce building scale, increase individuality and diversity. Large, unbroken planes are not considered in keeping with the desired scale of the development. Therefore, wings, courtyards, stepped walls, covered entries, integrated decks with well-designed and proportioned railings are encouraged to develop balanced massing. This will avoid a “three-story look” that will be reviewed with disfavor by the Committee. Upper floor(s) must be no more than 50% of the building footprint, inclusive of garages and covered outdoor living spaces, but exclusive of roof overhangs. The intent is to keep the massing to the center of the residence in order to reduce the overall building scale. The Committee will also be reviewing the location, type, and size of door and window openings for their effect on proportions and continuity. All elevations of the home will be given equal importance and must maintain the continuity of the building massing and detailing.

7.3.1 – Fences/Pet Enclosures:

The greatest preservation of the natural environment at the Colorado Golf Club would be realized if no fences were to be built. The Committee understands, however, that there may be a functional necessity to enclose areas on certain Homesites for the containment of pets and the protection of children. In order to maintain the spaciousness and visual quality at the Colorado Golf Club, proposed fences will be heavily scrutinized by the Committee for which it will retain right of refusal and direct that not every Homesite is guaranteed the opportunity to erect a fence. Any proposed fence will be reviewed individually as to its visible impact to neighboring Homesites and public areas and must be approved in advance and in writing by the Committee in its sole and absolute discretion. In all cases, the Committee will look more favorably on, and promote, limited fencing applications as opposed to maximizing an enclosed area.

If fencing is proposed by the Owner, the following design considerations are required for review by the Committee:

- All fencing must be within the Building Envelope, located to minimize visibility from all streets and surrounding properties, and in no circumstance extend into any setback.
- Fencing must be directly connected to the residence. No freestanding applications will be considered.
- Enclosed areas should not exceed the greater of two-thirds of the total enclosed building footprint including garage (but not outdoor covered areas) or one-half of the total square footage under roof inclusive of covered entries, covered decks, etc. This square footage would be measured to the edge of the building roof overhangs. This limit would be exclusive of areas under decks which are not visible from the road or adjoining properties. Areas under the decks which are visible from the road or adjoining properties would be at the discretion of the Committee.
- Fencing within the fenced area to divide the space is prohibited. Pool enclosures will be considered exclusive of the square footage limitation, provided the proposed pool enclosure is not intended to increase the fenced area in excess of the limitation set forth in this section.
- Fencing may not exceed 48" in height and must be dark in color. Wrought iron or stained wood with welded wire fabric is encouraged. All fencing is to be as transparent as possible and no solid fencing will be allowed. Vertical fence supports should be of minimal dimension to safely support the fence and be of the same material as the fence. Stone or stucco fence posts are prohibited.
- Natural plantings should be used to integrate the proposed fencing with the existing and proposed landscape. It is not the Committee's intent to create "landscape fences" to hide the fencing, but to "naturally mask" the installation within the native character and spirit of the Colorado Golf Club. In general, no length of visible fencing exceeding 20'-0" will be acceptable.
- The applicant should avoid any manicured lawns directly adjacent to the proposed fencing by allowing the fence to separate and "disappear" in to the native grasses and landscape where possible.
- Gates must be a component of the fence. A maximum of two (2) gates will be allowed opposite each other, practically placed.

- No lighting on or lighting of any fencing will be allowed. Refer to Section 7.4 for additional lighting requirements.

The foregoing notwithstanding, fully operational electronic fencing shall be permitted and encouraged by the Committee in lieu of the above grade fencing. All requests to the Committee for the consideration of fencing under this provision must include a landscape plan to illustrate the placement, screening, and fence type showing both existing and proposed landscaping conforming to the requirements of Section 6 of the Colorado Golf Club Design Guidelines.