

RESOLUTION NO. 2020-08-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD ADOPTING THE AURORA HIGHLANDS
HOMEOWNER HANDBOOK: RULES AND REGULATIONS**

A. The Aurora Highlands Community Authority Board, (the “**CAB**”) is a political subdivision and public corporation of the State of Colorado, created pursuant to Sections 29-1-203 and -203.5, C.R.S., and that certain The Aurora Highlands Community Authority Board First Amended and Restated Establishment Agreement, made and entered into on April 16, 2020, with an original effective date of November 21, 2019 (as may be further amended and/or restated, the “**CABEA**”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually, a “**District**” and collectively the “**Districts**”).

B. Aurora Highlands, LLC, a Nevada limited liability company (the “**Developer**”), the master developer of The Aurora Highlands project (the “**Property**”), has executed a Master Declaration of Covenants, Conditions and Restrictions for the Property recorded in the real property records of Adams County, State of Colorado, on February 2, 2020, at reception number 2020000010483 (as the same may be amended, supplemented, and/or modified from time to time, the “**Declaration**”), which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered in accordance with and subject to the covenants and use restrictions contained therein.

C. The Declaration and CABEA provide that the CAB shall enforce each of the provisions provided therein on behalf of the Districts.

D. Section 29-1-203.5, C.R.S., authorizes the CAB to “exercise any general power of a special district specified in part 10 of article 1 of title 32, C.R.S., so long as each of the parties to the contract may lawfully exercise the power.”

E. Section 32-1-1004(8), C.R.S, authorizes the CAB to furnish covenant enforcement and design review services within the Districts if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and/or design review entity.

F. The CABEA authorizes the CAB to enforce the Declaration and to adopt design guidelines and covenant enforcement rules and regulations, as may be amended from time to time, on behalf of the Districts and the Property. Such design guidelines and covenant enforcement rules and regulations are set forth in “**The Aurora Highlands Homeowner Handbook: Rules and Regulations**” attached hereto as **Exhibit A**.

G. The Board of Directors for the CAB (the “**Board**”) adopted Resolution 2020-04-02, Resolution of the Board of Directors of The Aurora Highlands Community Authority Board

Acknowledging and Adopting the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, which acknowledged the CAB's authority to administer and enforce the Declaration, and adopt design guidelines and rules and regulations for the Property.

H. The CAB desires to provide for the orderly and efficient enforcement of the Declaration by adopting The Aurora Highlands Homeowner Handbook: Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD:

1. The CAB hereby determines that it is in the best interests of the CAB and the property owners, residents, and users of the Property for the CAB to adopt The Aurora Highlands Homeowner Handbook: Rules and Regulations. The CAB further reserves the right to adopt supplemental design standards and guidelines, and rules and regulations, as contemplated by the Declaration as necessary to serve the Property, and the property owners, residents, and users within the Property.

2. Accordingly, the Board of Directors of the CAB hereby adopts The Aurora Highlands Homeowner Handbook: Rules and Regulations as described in **Exhibit A**, attached hereto and incorporated herein by this reference.

3. The Board of Directors declares that The Aurora Highlands Homeowner Handbook: Rules and Regulations are effective as of August 24, 2020.

4. The Board hereby authorizes and directs the officers of the CAB, the committees of the CAB, and CAB staff to take all actions necessary to implement and enforce The Aurora Highlands Homeowner Handbook: Rules and Regulations.

5. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.


6. Nothing herein shall be interpreted or construed as limiting the Board's authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2020-08-02 RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ADOPTING THE AURORA HIGHLANDS HOMEOWNER HANDBOOK: RULES AND REGULATIONS]

APPROVED AND ADOPTED this 24th day of August, 2020.

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD**

DocuSigned by:

45E4843B33D44F2...

President

Attest:

DocuSigned by:



77517AF6E925439...

Secretary

EXHIBIT A

The Aurora Highlands Homeowner Handbook: Rules and Regulations

THE AURORA HIGHLANDS

Homeowner Handbook

Rules and Regulations

AUGUST 2020

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. PLEASE CONTACT THE MANAGEMENT COMPANY (CONTACT INFORMATION ON PAGE 4) TO BE CERTAIN OF THE LATEST VERSION OF THIS DOCUMENT.

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Welcome to The Aurora Highlands

Welcome to The Aurora Highlands (the “Community”), a one-of-a-kind master planned community located in Aurora, Colorado.

All residents should be aware that The Aurora Highlands Community Authority Board (the “CAB”) is the governing body formed to own, operate, manage and maintain various CAB Properties and other common areas, to provide services for the benefit of the real property owners in the Community (each an “Owner” or “Homeowner”), and to administer and enforce the Master Declaration (defined below) and other Governing Documents (described therein and summarized below). The CAB is administered by a Board of Directors and assisted by a third-party management company (the “Management Company”).

Management Company:

CliftonLarsonAllen, LLP
8390 East Crescent Parkway
Suite 300
Greenwood Village, CO 80111-2814
T: 303-779-5710
F: 303-779-0348

A spirit of cooperation between the CAB, its committees, its contractors and vendors, and all Owners will go far in creating an optimum environment for the Community to thrive. Compliance with these Guidelines and the provisions of the Master Declaration will help preserve the inherent architectural and aesthetic quality of the Community. Please note that capitalized terms used, but not otherwise defined in these Guidelines will have the same definition given to such terms in the Master Declaration.

THE CAB RESERVES THE RIGHT TO MODIFY THESE RULES AND REGULATIONS AND THE POLICIES THEREIN AT ANY TIME IN ITS SOLE DISCRETION. HOMEOWNERS MUST CONTACT THE MANAGEMENT COMPANY TO ENSURE THEY HAVE THE LATEST VERSION.

This Handbook includes:

- An Overview of the Community Governance
- General Rules and Regulations concerning Improvements to Lots, including landscaping Improvements and the design review process
- The submittal process for architectural or landscaping changes to residential Lots.

- A-Z listing of specific Rules and Regulations applicable to Homeowners
- Parks and Open Space Rules and Regulations
- An Overview of the Covenant Enforcement Process

An Overview of the Community Governance

The Community is governed by various documents including, but not limited to:

- The Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands recorded in the Office of the Clerk and Recorder of Adams County on February 3, 2020 at Reception No. 2020000010483 (as may be amended or supplemented from time to time (the “Master Declaration”));
- The First Amended and Restated Establishment Agreement for the Aurora Highlands Community Authority Board, approved and executed on April 16, 2020;
- This document, The Aurora Highlands Homeowner Handbook: Rules and Regulations adopted July 2020.

Owners should review the documents described above, as well as any other policies, amendments, and other materials available through the CAB’s Management Company, collectively the “Governing Documents.” In the event that any of the above-referenced documents conflict with the Master Declaration, the terms and conditions of the Master Declaration shall control.

The CAB (and/or its committees) is responsible for:

- **Design review and covenant enforcement services.**
- **Maintenance of CAB Properties, certain open space areas and recreation facilities.**
- **Maintenance of entry monuments and perimeter fences.**
- **Hosting certain Community social events.**
- **Trash/recycling services.** Trash and recycling services will be provided by the CAB through operation and maintenance (O&M) fees.

The CAB is NOT responsible for:

- **Maintenance and snow removal on public streets.** Unless otherwise described herein, all streets within the community are public streets owned and maintained by the City of Aurora.
- **Maintenance of any home or privately-owned Lot.** This is the responsibility of each Homeowner. However, the CAB retains certain rights and remedies as described in the Governing Documents.

- **Intervening in matters of civil law such as boundary or drainage disputes.** Items of this nature might also include roaming animals, abandoned or unauthorized vehicles on public streets, and/or persistent noise problems, where the Aurora Police Department, Aurora Building Division, or other governmental entity will be the appropriate resource to address the matter.

Article 1. *Improvements to Lots and the Design Review Process*

1.1 Overview: Authority and Intent

Article III, Section 3.01 of the Master Declaration requires that no Improvements be undertaken, conducted, constructed, placed, planted, installed, modified or removed upon any Lot, nor shall any new use be commenced upon any Lot, unless complete Plans and Specifications have been first submitted to and approved in writing by the Community-Wide Architectural Review Committee (“CARC”) of the CAB, or a subcommittee of the CARC established for such purpose. CARC approval is required for the original Improvements constructed on a Lot by a Builder. The Master Declaration authorizes the CAB to enforce design standards and guidelines, and adopt Rules and Regulations and to interpret and implement the provisions of the Master Declaration. The CAB hereby establishes the “Residential Design Review Committee” (“DRC”) to review and consider approval for all subsequent Improvements to residential Lots proposed by a Homeowner after initial construction of the home by a Builder.

This document, the Homeowner Handbook: Rules and Regulations (the “Rules and Regulations”), shall constitute such residential design standards and guidelines and is intended to assist Owners with basic information about the Community and its design standards, rules, use restrictions and procedures. This document also includes a section on the Rules and Regulations governing activities on CAB Properties and open space areas and a section concerning the enforcement process. The CAB intends for these Rules and Regulations to help Homeowners to: (a) identify best practices for improving their properties, (b) prepare design submittals and receive timely reviews, and (c) assist with enforcement matters.

The intent of these Rules and Regulations and guidelines with respect to landscaping standards is to reflect the overarching landscape themes of The Aurora Highlands, while allowing for individual Homeowners to tailor their yards for individual needs and taste. Individual neighborhoods will be allowed to propose unique twists on the overall themes of The Aurora Highlands. Minimum City of Aurora Standards are still required to be met, but the use of plant material, patios, decks, and other yard elements may be proposed by the individual homeowner. To maintain the common design themes of The Aurora Highlands, limited use of ornamental grasses, street side landscape design, and common fence and other materials will be expected.

PLEASE NOTE: ANY IMPROVEMENT INSTALLED WITHOUT APPROVAL IS SUBJECT TO REMOVAL AT THE HOMEOWNER’S SOLE EXPENSE. THE HOMEOWNER MAY ALSO BE SUBJECT TO FINES OR OTHER LEGAL ACTION. ALL APPROVALS MUST BE IN WRITING. ON-SITE PERSONNEL, INCLUDING A SALESPERSON OR CONSTRUCTION SUPERVISOR, DO NOT HAVE AUTHORITY TO APPROVE DRC APPROVAL REQUESTS.

1.2 The Submittal Process: Overview

Although all three stages are not mandatory, the DRC review process for Improvements generally consists of three stages: a pre-design meeting with the DRC, a conceptual design submittal, and a mandatory final design submittal. While final design submittal is the only mandatory step, final design submittal applications made without prior completion of the pre-design meeting and conceptual design submittal have a significantly increased probability for denial by the DRC. The DRC shall decide each request for approval within 30 days after the complete submission of the application or request and submission to the DRC of all Plans and Specifications and other materials and information which the DRC may require in conjunction with such application or request. If the DRC fails to decide any application or request within 30 days after the complete submission of the Plans and Specifications and materials and other information with respect thereto, then such application or request for approval shall be deemed to have been denied by the DRC. The DRC may grant variances or adjustments from any conditions and restrictions subject to the limits of Section 3.16 of the Master Declaration and the Rules and Regulations stated herein.

If a request is denied, you may contact the Management Company for more information or appeal the decision of the DRC to the CAB, or the Appeals Board established by the CAB. Appeals must be submitted in writing through the Management Company within 30 days of denial. The CAB or Appeals Board (as applicable) will then set a date for a hearing and notify you as to the time and place.

Plan ahead. The DRC strives to respond to requests quickly. However, the DRC normally meets once per month at irregular intervals, and may require up to 30 days after your complete submittal is received for a decision to be made.

In reviewing any matter, neither the DRC, the CAB, nor the Declarant, shall be responsible for the safety, whether structural or otherwise, of any item(s) submitted for review, or conformance with applicable building codes or other governmental laws or regulations, and any approval or conditional approval of an Improvement by the DRC, the CAB, or the Declarant, shall not be deemed a representation that the same complies with any such codes, laws, or regulations.

1.3 Approval Request; Plans and Specifications.

General. Each request for DRC approval (an “Approval Request”) at the conceptual design submittal and final design submittal phases shall be accompanied by an appropriate Submittal Form together with the required Plans and Specifications for the proposed Improvement, that show, the design and other characteristics of the proposed Improvement as are set forth in the applicable Design Guidelines herein, and a review fee as established by the DRC (the “Review Fee”). The DRC will submit a schedule of proposed review fees annually to the CAB for review and approval. The DRC may postpone review of any material submitted until it has received all required or requested Plans and Specifications and other information. The DRC shall notify the Owner in writing upon receipt of all required Plans and Specifications and that the Owner’s Approval Request is complete.

1.4 Submittal Forms. Use the appropriate Submittal Form, which you can obtain from the Management Company or on The Aurora Highlands website. There is a Submittal Form for Architectural Improvements and a Submittal Form for Landscape Improvements.

Architectural Improvements: provide complete Plans and Specifications for the proposed Improvement(s), including:

- Plot plan showing the location of the Improvement(s).
- Dimensions (i.e. height, width and length), description of materials, and color samples for any Structures or equipment. Paint samples should be at least 8” x 10”. In some cases, the DRC may require a sample of the material for its review. All samples will be provided at the applicant’s sole expense.
- Applicant information including name, street address and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

Landscaping Improvements: provide complete Plans and Specifications for the proposed project. Two types of designs and submittals may be submitted: A Standard Submittal or a Xeric Submittal. These submittals shall follow the City of Aurora minimum requirements. Minimum requirements will be per the entitlement documents for the neighborhood or the Xeriscape standards found in the City of Aurora Code. Use of these minimum requirements are outlined in the Design Guidelines set forth in Article 2, below. It will be the responsibility of the installation contractor or the homeowner to manage the submittal and approval process.

Plans and Specifications for Landscaping Improvements shall include:

- Plot plan showing the location of the Improvement(s).
- Dimensions and location of landscaped areas, description of hardscape materials, identification by species and variety of trees, shrubs, and other plant materials and numbers and location of same, and specifications of any fencing and walls proposed. Additional requirements for specific items are included in the A-Z Residential Design Guidelines and Rules and Regulations herein in Article 2.
- Applicant information including name, street address and phone number (and mailing address if different than that of the Lot or Parcel upon which the proposed Improvements will be located).
- The DRC may require additional information depending on the nature of the request.

All Approval Requests must be submitted in writing by email, fax or hard copy. When a complete Approval Request is received, the Management Company will forward the request to the DRC, track the Request, and return a written decision to the applicant.

1.5 Review Procedure.

Approval of a majority of the members of the DRC, either at a meeting or in writing, shall be required to approve any Approval Request. If DRC approval is granted subject to conditions, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver the required number of complete sets of revised Plans and Specifications (reflecting responses to all items) to the DRC, which shall again be reviewed in accordance with and in the timeframe described in Section 1.2, above.

1.6 Modifications to Approved Plans and Specifications.

Any modification or change to an approved set of Plans and Specifications must again be submitted to the DRC for its approval in the same manner as for initial approval of Plans and Specifications.

1.7 Appeal of DRC Decision.

- a. If the DRC disapproves any part of the Plans and Specifications submitted (or approves the same subject to conditions) or denies a request for a variance (as described in Section 1.9 herein), the Owner may, within thirty (30) days after the DRC's disapproval, deemed disapproval, or denial, make a written request for a hearing before the CAB, or any appeals board established by the CAB in accordance with the Master Declaration, to reconsider the Plans and Specifications or denial of a variance. A form of a Request for Hearing may be obtained by from

the Management Company or on The Aurora Highlands website. Upon receipt of a valid Request for Hearing, the CAB shall set a time, date, and place of the hearing, which shall be conducted at a CAB Board meeting no later than sixty (60) days after receipt of the Request for Hearing, and so notify the Owner. The Owner or other interested parties may provide testimony at the scheduled hearing. The CAB shall provide the applicant or registrant with written findings and a ruling by certified mail, within 10 days after the completion of the hearing. Any decision rendered by the CAB or Appeals Board shall be final.

1.8 Prosecution of Work; Notice of Completion; Notices of Noncompliance.

All work approved by the DRC in an Approval Request must be diligently prosecuted to completion, and a Notice of Completion delivered to the DRC in connection therewith, in accordance with and within the time allotted in Article 3 of the Master Declaration. In addition, the DRC shall have the powers to inspect the work and issue Notices of Noncompliance as set forth in the Master Declaration.

1.9 Variances.

Exceptions from the provisions of the Design Guidelines are considered by the DRC on a case-by-case basis for specific applications only, and shall not establish a precedent for any other project or future development. Typically, a technical criteria variance is submitted with and reviewed concurrently with plans for the Improvement pursuant to the Design Guidelines.

(a) Submittal Requirements for Technical Criteria Variance.

(i) Criteria from which the variance is sought.

(ii) Identification of the alternative design, improvement, construction technique or material proposed to be used.

(iii) Supporting documentation including: justification for variance including how the intent of the criteria is still being achieved, related calculations, details, exhibits, etc.

(iv) The variance request shall be signed by the owner or design professional.

(b) Review Criteria for Technical Criteria Variances. A technical criteria variance may be approved if one or more of the following criteria are met, provided that no variance shall impose a detriment or injury to other property or Improvements within the

Community and will not militate against the general intent and purpose of the Design Guidelines and the Master Declaration:

(i) The standards may be met by an alternative method that is demonstrated to have an equivalent or better function and meet the same objective.

(ii) Physical constraints exist, such as steep topography or other natural hazards, which limit the ability to install the Improvement, would limit healthy plant growth, or could cause safety concerns. Site conditions, including geology, topography, indigenous soils, or issues related to water demand, may be better addressed through the alternative proposal.

(c) Documentation of a Technical Criteria Variance. Technical criteria variances shall be documented on drawings for construction and inspection purposes, including: the variance number, description of the variance, any conditions of approval, and the approval date.

(d) Appeals of Denials to the CAB. If the DRC denies a request for a variance, it shall provide notice thereof within thirty (30) days after such denial. Notice shall include the reason for the action and shall be delivered to the address of record, if no notice is provided within 30 days, the variance request shall be deemed denied. The Owner requesting such variance may appeal such decision to the CAB or Appeals Board, pursuant to the procedures set forth in Section 1.7 herein.

Article 2. *A-Z Residential Design Guidelines and Rules and Regulations*

Please note: The Residential Design Guidelines (“Design Guidelines”) are a part of the Rules and Regulations for The Aurora Highlands and are subject to modification or amendment from time to time. OWNERS SHOULD REVIEW THESE RESIDENTIAL DESIGN GUIDELINES AND RULES AND REGULATIONS CAREFULLY. THE RESIDENTIAL DESIGN GUIDELINES INCLUDE PROVISIONS RELATING TO DESIGN, CONSTRUCTION AND OPERATION OF INTERIOR, EXTERIOR AND LANDSCAPING IMPROVEMENTS AND RULES AND REGULATIONS REGARDING THE USE OF LOTS.

The following Residential Design Guidelines and Rules and Regulations are not all-inclusive. Questions should be directed to the Management Company. Any requests not specifically addressed below will be reviewed by the DRC on a case-by-case basis. Unless otherwise stated below, the term “approval” refers to DRC approval.

- a. Accessory Structures
- All Accessory Structures (meaning all Structures located on a Lot other than a Residential Structure), including gazebos, greenhouses, play equipment, etc., shall be subject to prior DRC approval and will be evaluated on their individual merit, use, location on Lot and appearance.
- No Structure of a temporary character, including, but not limited to, a house trailer, shack, storage shed, or outbuilding, shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a Structure or other Improvement, necessary temporary Structures for storage of materials may be erected and maintained by the Declarant, Builder or a Person doing such work.
- Notwithstanding the foregoing, a storage shed may be considered an Accessory Structure of a “permanent character” if assembled on-site, constructed of the same materials found on the exterior of the home, and painted colors matching or complimentary to the home. Storage sheds of a permanent character are subject to DRC approval and will only be allowed if at all:
- In rear yards;
 - Not exceeding 8’0” high at the peak;
 - Not larger than 80 square feet; and

- Not over or within any utility easements on the Lot and within setback requirements for the City of Aurora.

See also Play Equipment.

- | | | |
|----|-------------------------------|---|
| b. | Additions and remodeling | Approval is required for all additions, expansions, or remodeling which will alter the exterior of the residence. Submittals must include detailed Plans and Specifications, dimensions, and location. All plans for such improvements must match the overall theme of the residence.

The DRC may also require certification of any plans or drawings by a licensed architect and/or engineer, as well as copies of building permit(s) upon their issuance. |
| c. | Address numbers | Address numbers may not exceed 6" in height. Submittal should specify location and materials. |
| d. | Advertising | See Signs. |
| e. | Air conditioners | See HVAC. |
| f. | Animals | See Pets and Pet enclosures. |
| g. | Antennas and satellite dishes | No Owner or Resident may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of a Residential Structure or protrude through the walls or the roof of Improvements, except with the approval of the DRC. Notwithstanding the foregoing, and subject to the Telecommunications Act of 1996 and applicable regulations, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside the home or otherwise "concealed from view".

For the purposes of this section, a device shall be considered "concealed from view" if located in the rear |

yard or in a side yard behind front 1/3rd of the home, and not exceeding 36" x 22" in size.

All other devices will be considered on a case-by-case basis.

h. Artificial turf

Approval is required prior to the installation of artificial turf. Artificial turf products will be considered on a case-by-case basis. Applicant shall include a product sample (minimum 10"x10") with the request. Artificial turf will only be allowed in rear yards if at all.

General Guidelines:

1. The synthetic turf must be natural in appearance and integrated into the overall landscape design in a natural looking manner, so as not to appear as a sports field and it shall not be installed directly adjacent to the property line.
2. Turf shall be comprised of two yarn type colors (green and tans) for a natural appearance. (putting greens may be single yarn type – green)
3. The general appearance of the synthetic turf must be designed and installed in such a manner as to effectively simulate the appearance of a well-maintained lawn.
4. The synthetic turf uniformity must be maintained for all areas.
5. The synthetic turf shall not be installed on slopes greater than 6%, unless it has been reviewed and approved by a licensed professional. This consultation service will be an expense of the homeowner.
6. All synthetic turf will need to be screened by a 3' rock or mulch bed boarding the perimeter of the property. Edges of turf rolls shall not be exposed.
7. No synthetic turf shall be installed or approved in the front yard. Artificial turf is approvable for use in rear yards only.
8. Maximum area of artificial turf permitted in rear yard shall follow the same standards for turf in rear yards.

9. Pile height must be at least 1.75" inches and no more than 3 inches (practice putting areas excluded).
10. Pile weight must be in the range of 30 to 80 ounces per square yard.
11. Turf must have a minimum of an 8-year product warranty and the warranty shall not be limited to the amount of usage, lawn elevation, nor the type of footwear that can be worn.
12. The product shall allow for vertical drainage at a minimum 10' of standing water per hour.
13. Turf must have UV protection.
14. The yarn denier needs to be a minimum of 5700 for putting greens and 7000 for yards.
15. Infill material shall consist of sand, rubber or a combination of the two products.
16. Sand will need to be silt free.
17. Rubber with steel filaments will not be allowed.
18. Primary backing system will require a minimum 8 ounces per square yard.
19. Secondary backing system will require a minimum 8 ounces per square yard.
20. No felt backing is allowed.

Product Installation Requirements:

1. Turf must provide adequate drainage both horizontal and vertical.
2. Turf cannot be placed directly on top of existing grass; dirt or hardscape. Adequate subgrade must be installed.
3. Subgrade
 - Should include a geotextile fabric that is placed between the existing, compacted soil and the porous aggregate material.
 - Porous Aggregate layer is defined as a material that is compacted and will provide stability for the subgrade and the material should be porous enough to allow for sufficient vertical drainage.
4. Turf must be adequately secured – no ripples or seams showing.

5. Seaming should be completed using an approved tape and glue or stitching.
6. Stitch rate should be a minimum of 10 stitches per 3”.
7. Tear Strength should be a minimum of 200 lbs.
8. Turf edges must be finished and anchored with either concrete curb, treated wood header, trench drain or an approved composite edging material. Turf needs to be securely fastened to prevent any lateral movement of the backing material.
9. Turf must have prepared base of “infill” as defined in the product specification section.
10. Turf must have a minimum 1-year installation/workmanship warranty.

Maintenance Guidelines:

1. The manufacturer and/ or installer shall provide the homeowner with detailed maintenance instructions for the synthetic turf.
2. Removal of all organic material from the surface shall be done before decomposition occurs.
3. Animal feces must be removed on a frequent basis and wash with a hose.
4. A spray irrigation system is recommended if using synthetic turf in yards containing pets, as this allows for regular washing of the material.
5. Color and appearance of turf must remain as originally submitted to the DRC. If not, this constitutes and is subject to covenant violation. In more detail the property would be considered in violation of landscape maintenance and possibly subject to levied fines until matter is rectified.

See also Landscaping.

i. Awnings and overhangs

Approval is required prior to installation. Awnings or overhangs should be an integral part of the house or patio architecture. The color must be the same as, or generally recognized as complementary to, the exterior of the residence.

Submittal must include a sample of the fabric/material to be used and state whether the awning or overhang is retractable or permanent.

j. Basketball hoops

Garage-mounted basketball hoops are not allowed.

Requests for free standing, pole mounted basketball hoops will be considered by the DRC in the front yard along the side of the driveway only or inside the rear yard areas subject to the following considerations: driveway configuration, proximity to the property lines, proximity to the neighbor's living areas, landscaping and vehicles.

Portable basketball hoops are allowed and shall not require DRC approval. However, all portable basketball hoops shall be stored out of view when not in use.

k. Boats

See Vehicles.

l. Business activities

Lots are intended for residential use only. Business activities must be secondary to the residential use of the home and conducted entirely within the home.

Business activities shall not involve regular visitors, clients, employees, or deliveries. Business activities shall not be apparent or detectable by sight, sound, or smell from the outside of the home.

m. Campers

See Vehicles.

n. Clotheslines and drying racks

No permanent clotheslines, clothes poles, drying racks or drying yards shall be constructed, installed, erected or maintained.

Notwithstanding the foregoing, a retractable clothesline may be installed in the rear yard or in a side yard behind the front 1/3rd of the home and shall not require DRC approval. It shall be retracted when not in use.

o. Decks

Decks must be cedar, redwood or a wood-look/textured material (e.g. "Trex" brand deck material). Wood decks shall be left their natural color, stained with a clear sealer, or stained to match fences. Painted decks are

not permitted. Wood-look materials must be a color compatible with the color scheme of the home.

Decks must appear to be an integral part of the residence, and, in general, no part of the stairs or landings will be allowed to extend into the side property area beyond the back corners of the home. Deck railing must also match that of the deck, existing railing on the house, or the general scheme within the Community. Deck skirting is not allowed on decks that are more than 2' above finished grade. Freestanding decks will be considered on a case-by-case basis.

All decks must comply with setback restrictions.

See also Fences.

p. Deck covers

See Awnings and overhangs.

q. Decorations, holiday and seasonal

No approval is required provided that materials are in good taste, not installed earlier than thirty (30) days prior to the holiday, and removed within fifteen (15) days following the holiday.

For the purposes of this section, a decoration shall be deemed "in good taste" if satisfying generally accepted social or aesthetic standards as determined by the DRC in its sole discretion.

See also Flags and flagpoles.

r. Decorations, permanent

Any permanent items such as yard statuary, benches, arbors, birdbaths, fountains, wall-mounted art, and so forth are not allowed in the front yard of the property. Such items may be permitted in the rear yard subject to DRC approval.

s. Dog runs and Houses

See Pet enclosures.

t. Doors

No DRC approval is required for screen, storm and security doors which are a neutral color (i.e. black, white, gray, bronze or consistent with color scheme of

residence) and which do not contain excessive scrollwork or filigree.

No DRC approval is required for entry doors which are stained or painted a color that is compatible with trim and siding of the home.

All other door styles and colors must be submitted for DRC approval.

See also Painting; Garages.

u. Drainage

There shall be no interference with the established drainage pattern over any property within the Community except as approved in writing by the DRC. Approval shall not be granted unless provision is made for adequate alternate drainage. Submittal package may also require certification of an alternate drainage plan by a licensed engineer. The “established drainage pattern” shall mean the drainage pattern that exists at the time that the overall grading of any Lot is completed, and shall include any established drainage pattern shown on any plans approved by the DRC or the Declarant, or any applicable governmental or quasi-governmental entity, in connection with the initial construction of the Residence.

Each Owner is required to contain mud, silt, or other debris on his/her own property. Owners are not allowed to increase or decrease historical flows of water onto adjacent property.

v. Driveways,
sidewalks and patios

Repair or Replacement:

No DRC approval is necessary when repair or replacement involves identical materials, location, and dimensions. However, any changes will require DRC approval.

Materials:

Pavers, flagstone or concrete are generally permitted materials, subject to DRC approval. Submittal package

must specify which material and include a sample or color photo. Asphalt is not permitted.

No Widening of Driveways:

Extending, expanding or widening of a driveway is not permitted. Additionally, parking in the rear or side yard areas of the Lot is not permitted.

See also Vehicles.

New Projects:

New projects not installed by the builder (e.g. a path through the side yard or a patio in the rear yard) shall require DRC approval. Submittal package must show location and dimensions, and must specify the material, including a sample or color photo. Materials must be installed in a workmanlike manner so as to avoid excessive cracking or spalling. Submittal package may also require certification of any plans or drawings by a licensed architect and/or engineer.

See also Drainage.

See also Snow removal and maintenance.

w. Fences and Walls

Pursuant to Section 4.07 of the Master Declaration, no fences shall be permitted without the prior, written approval of the DRC, except such fences as may be constructed, installed or located by Declarant or Builder.

All fences will meet, at a minimum, the requirements set out in The Aurora Highlands FDP and in the FDP Appendix 15, Section 146-1741 (Location, Setback and Height Requirements). **See Exhibit A** hereto, for Fence Details. Refer to Appendix 15, Section 146-1743 (Design and Material Requirements) and Table 17.2 (Summary of Fence Design and Material Standards). Privacy walls are discouraged within Lots.

Lots Less Than 60' Wide

Privacy fence will be used along property lines but should not be “doubled-up” along the property line; only one fence will be allowed.

Lots 60’ Wide and Larger

Privacy fences should only be used on the interior of lots and not along the property lines. Privacy walls and fences should only be in the backyard area and along the main body of the building and used for screening patios, hot tubs, or similar type areas. In order to maintain views down property lines, privacy fences should not extend the entire length of the property line to the rear of the Lot, and should directly attach to the structure to which they are associated.

General Fence Standards

1. Fences along Parks, Open Space, and Common Landscape Areas shall be installed per the entitlement documents for the neighborhood.
2. When applicable, masonry screen walls shall be installed per the entitlement documents for the neighborhood.
3. Internal rear and side yard fences shall be at the discretion of the Homebuilder and shall conform to the fence options in the FDP. For consistency, all internal fences shall be the same within the neighborhood.
4. Wood fences shall be stained to match Diamond Vogel Grain Stain Exterior Semi-Transparent Oil Stain - Natural Tone Cedar – Product #AG-8319 stain color.
5. Metal picket fence is also allowed and encouraged in the Community.
6. Fence gates shall be permitted between the side and front yards.
7. Fence gates to CAB Property, parks, open space, common landscape areas, side yard streets or between adjoining side yards shall not be

permitted without special permission of the DRC or the CAB. Side yard fences shall require written permission from the adjacent Homeowner.

8. Wire mesh ("Pet Mesh") will be permitted on 3-rail fences. The wire mesh shall be 2" x 4" Grid, 12 gauge galvanized welded wire sandwiched between the post and rail.
9. Refer to the FDP for each filing regarding additional fencing requirements.

Maintenance Obligations:

Homeowners shall maintain all Improvements located on their Lot, including but not limited to the fences. Fences located on a Lot line separating two Owners' Lots shall be jointly maintained by the Owners. Fences located on a Lot line between an Owner's Lot and CAB Property shall be maintained by the Owner.

- x. Fireplaces, Firepits and Grills

Built-in grills and outdoor kitchens constructed on patios and raised decks shall be no higher than 48 inches. Materials used should match those found on the exterior of the home. All masonry, stucco and stone should be identical to that found on the exterior of the home. All cooking appliances, whether built-in or free standing, must consist of a fuel/power source that is contained, and a feature that allows the fuel/power source to be extinguishable. Open-type charcoal grills and/or cooking appliances that hold or deposit ashes into an open vestibule will not be permitted.

Fire pits shall be gas only. No open wood fires allowed. Independent of a patio's position in a yard, standalone gas fire pits, permanent or portable, must be at least 10 feet from any Lot line (side and/or rear). No fireplaces, fire pits, or grills are allowed in any front yard.

- y. Fireworks; firearms
- z. Flags and flagpoles

See Hazardous Activities, Materials or Chemicals

An American flag may be displayed on a bracket holder attached to the home, in a window, or on a balcony and shall not require DRC approval. Nonetheless, the flag

must be displayed in accordance with the Federal Flag Code.

One (1) American flag and/or one (1) Colorado flag are permitted to be displayed per home provided the flag(s) do not exceed five (5) square feet each.

Flags for sports teams will be allowed during the duration of the current day's sporting event and must be removed at the conclusion of that day's sporting event. Flags for holidays will be allowed for a period of 30 days before and after such holiday.

DRC approval is required for all other flags and banners.

Permanent free-standing flagpoles must be approved by the DRC before installation.

All flags must be kept/flown in a neat and attractive condition.

aa. Garage sales

No approval is required for garage sales provided the items for sale are personal household goods, and have not been purchased for resale in bulk, at auction or estate sale, and provided the sale is held in such a manner so as to not disturb other residents of the area. All garage sales must comply with applicable municipal requirements. The CAB reserves the right to place limitations on the number of times per year that an individual Residential Structure can be used for garage sales.

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalk, or street unless the Homeowner is having the items picked up. In no circumstances shall items remain visible for more than forty-eight (48) hours.

All garage sale signage must be removed promptly at the conclusion of the garage sale.

- bb. Garages
- Each single-family detached residence shall have a garage with the capacity for a minimum of two (2) cars. No garages shall exceed capacity for four (4) cars.
- Garage doors shall be wood, hardboard, fiberglass or metal. All garage doors must be painted the same as, or generally recognized as a complementary to, the exterior of the residence. Garage doors should not remain open for an unreasonable amount of time.
- See also Painting, exterior.
- cc. Gardens, flower and vegetable
- Vegetable beds or gardens are limited to back yards. The mature height of garden plants shall not exceed 6'. All gardens shall be kept in a neat, weed-free condition.
- Raised planters and garden beds shall be constructed of rock, split face masonry units, redwood or cedar timbers. Pressure treated, railroad ties, or other types of wood timbers are not permitted.
- Garden beds shall be cleaned of fruit or vegetables at the end of each growing season.
- Railroad ties and chain link fences are not permitted for enclosing gardens.
- See also Fences; Landscaping.
- dd. Gazebos
- See Accessory structures.
- ee. Grade change
- See Drainage.
- ff. Greenhouses and sunrooms
- See Accessory structures.
- gg. Hazardous Activities, Materials or Chemicals
- No Lot or Improvement may be used for any use, and nothing may be stored on any Lot or Improvement, which would constitute an unusual fire hazard, or would result in jeopardizing any insurance maintained on other Lots or Improvements within or on any other portion of the Community.
- No incendiary or explosive devices shall be permitted within the Community. "Incendiary or explosive device" shall include, but not by way of limitation, any device

consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning, other than reasonably sized propane tanks (no larger than 20 pounds) intended for use with gas grills.

No fireworks or firearms may be fired or discharged within the Community, except (i) in any areas specifically designated therefor and in compliance with all Applicable Laws, (ii) with the permission of CAB and (iii) firework displays performed by professional pyrotechnics companies/persons approved by CAB.

Owners, Residents or guests shall not store any flammable, combustible, odorous, explosive, or other inherently dangerous fluids, chemicals or substances anywhere within the Community, except those reasonably required for normal household use and in accordance with these Rules and Regulations.

Gasoline or fuel for a lawn mower, snow blower, and the like may be maintained on an incidental basis on a Lot if the amount so kept does not exceed five gallons and is kept in UL approved containers. Gasoline or other volatile or incendiary materials or devices shall be stored only in a manner that strictly complies with all Applicable Laws. The CAB reserves the right to require Owners to promptly remove any such materials that the CAB believes might constitute a hazard. Owners agree to remove such contents upon receipt of written notice from the CAB.

Further restrictions are found in the Master Declaration.

hh. Hot tubs, spas and saunas

DRC approval is required for exterior hot tubs, spa equipment, saunas or jetted tubs (sometimes called Jacuzzis). Equipment must be installed in such a way that it is not immediately visible to and will not adversely impact neighbors by noise, drainage or other such problems. Equipment will only be permitted in

back yards at ground level. In some cases, the DRC may require the consent of the adjacent Homeowner.

See also Nuisances, lights, sounds and odors.

ii. HVAC

All heating, ventilation and air conditioning equipment shall be installed at or near ground level or completely contained within the Residential Structure. To the extent practicable, ground-level equipment shall be located in the rear yard or in a side yard behind front 1/3rd of the home.

Roof-mounted or window-mounted HVAC equipment is not permitted.

jj. Landscaping

General Standards:

1. Plant materials identified as prohibited in the City of Aurora, Adams County, and the State of Colorado are not permitted.
2. All turf and plants shall be fully irrigated to insure survivability by a 100% underground irrigation system.
3. Overhead Irrigation is discouraged in areas less than 8'.
4. Trees, shrubs, perennials, groundcovers are to be irrigated with some type of drip or bubbler irrigation.
5. Irrigation shall be controlled by an automatic controller with a rain sensor shut-off system.
6. Irrigation zones shall be divided in cover common hydrozones based on water needs of common plant material.
7. Turf species shall be moderate to lower water type species.
8. Mulch types shall be per the yard type designation below.
9. All shrub and mulch beds shall be contained by a rolled top metal or concrete edger.
10. Proper drainage per the Lot plot plan shall be maintained.
11. Builder, Owner, and contractor shall be familiar with and follow the geotechnical recommendations for foundation- related planting and irrigation.

12. Builder, Owner, and contractor shall be aware of utilities.

Front Yard Landscape

Front yard landscape installation will be the responsibility of the Home Builder and will include the portion of the side yard when adjacent to a public street. When following the minimum requirements, use plant material in the following method.

1. Use plant material sizes appropriate for the area planted.
2. Use 3 ornamental grasses as part of the required minimum quantity. (1 shrub = 3 grasses).
3. Use 3 flowering shrubs as part of the required minimum quantity.
4. At least 30% of plant material shall be evergreen.
5. The Street Side Landscape (tree lawn) may be planted with plant material when used as a continuation of a planting bed on the yard side of the sidewalk.
6. Street Side Landscape plantings shall not violate sight line or sign triangle restrictions.
7. Shrub and open mulch beds shall be mulched with 3" deep, ¾" to 1 ½" natural colored (tans, browns) river rock over weed control fabric.
8. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch. Pea gravel may be permitted for perennials and annuals.
9. Painted or stained wood mulch is not permitted.
10. Cobble mulch is not permitted unless used as part of a drainage condition or small accents.
11. Landscape Boulders are permitted.

Rear Yard Landscape

1. Turf areas shall not exceed 50% of the rear yard. Side yards (corner of structure to side property line) shall not be included in the calculation.
2. Rear yards shall have a minimum of 1 tree when backing or siding to other yards.

3. Rear yards with a continual length wider than 50' at the rear property line shall have 2 trees when backing or siding to Parks, Open Space, or Common Landscape Areas.
4. Shrub and open mulch beds may be mulched with a mulch type at the discretion of the homebuilder or owner.
5. Rear yard mulch types can extend down the side yards to a fence, gate or hard edge separating the front yard.
6. Perennials, annuals, and trees in turf area shall be mulched with double shredded cedar wood mulch. Pea gravel may be permitted for perennials and annuals.

Side Yard Landscape

1. Planting between homes is not required.
2. Planting side yards when adjacent to public streets is required.
 - a. Side yard landscape adjacent to public streets shall screen 70% of the structure foundation to a minimum height of 5'.
 - b. Side yard landscape is not required when behind a side yard fence.

Landscape Maintenance Standards:

- A. Landscaping is to be kept healthy. Generally, this means the following practices are applicable:
 - i. Turf is mowed regularly and does not exceed four (4") inches in height.
 - ii. Planting beds, driveways, sidewalks, and turf areas are weed free, and turf is green.
 - iii. Dead branches are pruned out of shrubs and trees; dead plants are removed and disposed of properly. Dead trees must be replaced in order to maintain the minimum requirements.
 - iv. Trees in "Tree Lawns" (the grassy area between the sidewalk and the street): as trees grow towards maturity, the tree branches shall be removed up to eight feet above the ground. This is for safety of

passers-by and provides an open visual corridor so pedestrians can be seen on walks or crossing the street. Owners are responsible for any tree lawns unless otherwise provided by the CAB.

- v. Trees are maintained in a natural shape after pruning.
- vi. Insect infestations are treated quickly and effectively to prevent spreading.
- vii. Areas not covered by plant materials remain covered by mulch materials.

B. An automated irrigation system shall be required for all front and rear yards. Lawns, trees and plant materials shall be watered in compliance with applicable watering restrictions.

C. Depositing of yard waste onto any CAB Property, open space or common landscape areas is prohibited and subject to fine.

Timing of Installation:

Subject to obtaining prior DRC approval and the winter deferral period noted below, the Owner of each Lot (other than Declarant or Builder) shall install front yard landscaping on such Lot no later than 60 days after closing and rear yard landscaping must be completed by the Owner within 90 days after closing.

A WINTER DEFERRAL PERIOD is granted from November 1 to April 30. The completion window begins on the day of closing. This completion window is suspended during the deferral period, and begins again on May 1.

Front yard landscaping shall meet the City of Aurora's minimum requirements as set forth in Article 146-4 of the City's Unified Development Ordinance (as the same may be amended from time to time, the "UDO"). See Table 4.7-3 of the UDO for Residential Yard Landscape Requirements applicable to single-family detached lots sized 4,500 square feet or larger.

- See also Artificial turf; Fences.
- kk. Lattice work
Requires DRC approval and will generally be limited to use under decks.
- ll. Lights, exterior
All lighting, including any security type fixture, must be directed downwards and the light “cone” created must be contained within the Lot boundaries to avoid a glare to neighboring Lots.

Landscape lighting is permitted provided the light fixture bulb is not visible from CAB Property, parks, open space or common landscape areas, roadways, or other homes.

Walkway lighting must be directed to the ground and shall not exceed 24” in height.

See also Nuisances, lights, sounds and odors.
- mm. Motor homes and recreational vehicles (RVs)
See Vehicles.
- nn. Nuisances, lights, sounds and odors
No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which unreasonably interferes with the peaceful enjoyment or possession and proper use of other Lots or CAB Property, open space or common landscape areas.

No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

No Owner or Resident of a Lot shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the CAB, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system

serving any building within the Community. So as not to disturb other Owners, Owners and Residents of Lots shall not permit within Lots loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb others and volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the CAB (this provision shall not be deemed to restrict Commercial Parcels).

All roadways and walkways shall be clear for emergency traffic. No furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Community other than an Owner's Lot; provided, however, that bicycles may be stored in designated bicycle parking areas within the Community, if any.

The CAB assumes no liability for any loss or damage to articles left or stored in any portion of the Community.

See also Lights, exterior; Unsightly conditions.

oo. Painting, exterior

DRC approval is not required when repainting a home using identical paint (manufacturer, colors and color scheme) as originally applied by the Builder. However, any changes to the exterior paint will require DRC approval.

In general, the exterior colors of a home shall be primarily muted earth tones (e.g. gray, green, brown, beige, ivory, slate, etc.) with one or two accent colors applied to trim areas and architectural features/details.

Color samples must be at least 8"x10" and marked clearly as to the areas in which they will be used. Submittal package must also include a current color picture of the home depicting the existing color scheme.

See also Garages.

- pp. Patios See Driveways, sidewalks and patios.
- qq. Patio covers See Awnings and overhangs.
- rr. Pets
- No animals, horses, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats and other domestic animals approved by the (CAB and/or the applicable committee of the CAB), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Community. Pigs, including pot-bellied pigs, are considered livestock, not household pets or domestic animals.
- For the purposes of this section, a “reasonable number” shall mean no more than three (3) household pets per Residential Structure.
- A Homeowner’s right to keep household pets is coupled with the responsibility to clean up after the pet and to pay for any damage caused by such pets.
- No animal shall be permitted to make an unreasonable amount of noise or cause any objectionable odor or become a nuisance. All pet waste must be removed from any property immediately and disposed of properly. This includes CAB Property, open space areas, parks, landscape tracts, commercial properties and residential properties. Each Owner with household pet(s) shall be financially responsible and liable for any damage caused by said pet.
- Pets must be leashed or otherwise contained at all times. Pets and livestock shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Community or otherwise left unattended, in each case outside of such Owner’s Lot, except for short durations and in such locations as may be

permitted by the owner of the property upon which it is leashed, chained or tethered. The Owner or Resident so leashing, chaining or tethering remains responsible for such pets and livestock, including any damage they cause.

Owners agree to comply with: current inoculations of pets as required by Applicable Law; and all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet, including, without limitation, registration of pets.

The CAB may prohibit the keeping of certain breeds or kinds of pets, restrict the size of such pets, and impose conditions and restrictions upon the keeping of such pets, based upon a specific determination that such type or size of pet or that more than one of a particular type of pet may constitute a safety concern or nuisance to other Owners.

See also Nuisances, lights, sounds and odors; Pet enclosures.

ss. Pet enclosures

Approval is required for all pet enclosures. Fenced pet enclosures (dog runs) are permitted in rear or side yards provided the standard neighborhood fencing is utilized. Specialized dog run fencing may be submitted for consideration by the DRC, subject to written agreement by the adjacent Homeowner. Chicken wire and chain link materials are not permitted. The maximum size of a pet enclosure is three hundred (300) square feet.

Suggested methods of containment are:

- Privacy fence.
- "Invisible" below-ground electronic containment systems.

Approval is required for all pet houses (e.g., dog houses). The maximum size of a pet house is sixteen (16) square feet. Pet houses must be located in the rear yard and must not be visible above the fence line. Pet houses must be constructed with materials and colors

- which are compatible with exterior of the home.
Architecture to be reviewed and approved by the DRC.
- tt. Play equipment Approval of the DRC is required prior to installation. This includes fort-style play structures, playgrounds, swing sets, climbing equipment, trampolines, etc. Submittal package must specify location and dimensions of play equipment, and include a product brochure or color photo.
- All play equipment shall be located in the rear yard and must be a minimum of 6' from any Lot line. The maximum height of play equipment is twelve (12) feet from ground.
- In some cases, the DRC may require the consent of the adjacent Homeowner and/or additional landscaping.
- Sport courts will be evaluated on their individual merit, use, location on Lot and appearance.
- See also Basketball hoops.
- uu. Pools See Swimming pools.
- vv. Recreational vehicles and motor homes See Vehicles.
- ww. Rentals Owners, Residents or their agents are not permitted to use Lots for short-term rentals or lodging, vacation rentals, "hotel" purposes, i.e., rental or leasing on a day-to-day or week-to-week basis, or any similar temporary lodging or living quarter arrangements. Leases shall be for a minimum term of thirty (30) days and shall be in writing. All leases are fully subject to the Governing Documents.
- xx. Retaining walls and walls Approval of the DRC is required.
- All walls shall be construction of rock, brick, split face masonry units, cedar or redwood construction. Pressure treated, railroad ties, other types of wood timbers or unfinished concrete masonry units are not permitted.

Retaining walls shall follow all City of Aurora requirements. A single retaining wall shall not exceed thirty-six (36) inches in height (as measured at the exposed side) without an engineering plan.

Retaining walls should utilize a stone or brick material and will be reviewed on a case-by-case basis. Railroad ties and unfinished concrete masonry units are not permitted.

See also Drainage.

yy. Roofing

Approval is required. In general, roofs shall be constructed with either asphalt shingle or concrete tile materials and utilize a product which is a minimum 30-year quality. Roofs must be a neutral color (e.g. brown, black or gray).

Partial replacement or patching of damaged roof sections must be completed with the same brand and color (or suitable replacement) such that the repaired section shall not be distinguishable.

In general, rooftop equipment is not permitted.

See also HVAC; Skylights; Solar panels and solar energy devices.

zz. Satellite dishes

See Antennas and satellite dishes.

aaa. Sheds

See Accessory structures.

bbb. Siding and exterior materials

Approval is required for any changes to the siding or exterior materials of the home. In general, siding material should be wood or fiber cement (e.g. Hardie Plank brand). Aluminum, vinyl, and steel siding are not permitted.

The use of masonry (including stucco) is encouraged.

In general, all siding and exterior materials should utilize earth tone colors.

See also Painting, exterior.

ccc. Signs

No advertising or signs of any character shall be erected, placed, permitted or maintained, except political signs,

and other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent" or security sign(s) of not more than a total of five (5) square feet, posted only for the purpose of selling, renting or evidencing the existence of a security system on such Lot, and such other signs, for such length(s) of time, which have the prior written approval of the DRC or are otherwise expressly permitted by law.

Any signs not in conformance with the Governing Documents may be removed by or on behalf of the CAB, and any damage caused by the placement and removal of such nonconforming sign shall be paid for by the Owner responsible for the placement of such sign.

Notwithstanding the foregoing, political signs:

- May be displayed no earlier than forty-five (45) days before election and seven (7) days after election.
- Shall be limited to one (1) sign per political office or ballot issue that is contested in a pending election.
- Each sign shall not exceed 36" x 48" in size.
- Each sign shall remain within the homeowners' property lines.
- No political signs may be placed on any CAB Property, open space or common areas owned and/or maintained by the CAB.

ddd. Skylights

Skylights must be installed at the same pitch and angle of the existing roof. Bubble style skylights are not permitted.

eee. Snow removal and maintenance

Snow removal and maintenance of driveways and certain sidewalks in front of or adjacent to the home are the responsibility of the homeowner. Snow removal and maintenance of mail kiosks and sidewalks in Common Areas are the responsibility of the CAB.

Residents may contact the Management Company for questions or clarification on snow removal.

See also Driveways, sidewalks and patios.

fff. Solar panels and solar energy devices

Homeowners are encouraged to install solar panels. Solar panels will be reviewed on a case-by-case basis. In general, solar panels should follow the same pitch and angle of the existing roof so as to minimize visual impact to adjacent Owners.

ggg. Storage structures

See Accessory structures.

hhh. Swamp coolers

See HVAC.

iii. Swimming pools

Inflatable or lightweight wading pools and splash pools not to exceed twelve (12) feet in diameter may be located in the rear yard without DRC approval between the months of May and September.

All other swimming pools require DRC approval prior to installation. Permanent above-ground pools are prohibited.

All appropriate permits must be obtained from the governing municipality and all safety requirements met.

jjj. Swing sets

See Play equipment.

kkk. Trampolines

See Play equipment.

lll. Trailers

See Vehicles.

mmm. Trash containers

Trash containers may be placed at curbside for pickup after 6:00 p.m. on the evening before pick-up and shall be returned to a proper storage location by 9:00 p.m. the day of pick-up.

Trash containers shall be kept within garages or stored out of sight behind suitable enclosures or locations approved by the DRC at all other times except pickup, and shall be kept in a clean and sanitary condition.

See also Trash and recycling services; Wildlife precautions.

- nnn. Trash and recycling services
Trash and recycling services are provided by the CAB. Please contact the current Management Company with any questions or concerns.
- ooo. Tree houses
See Play equipment.
- ppp. Unsightly conditions
No unsightly conditions, Structures, facilities, equipment or objects shall be located on any Lot so as to be visible from a street or from any other lot.

Rugs, clothing or other household items may not be hung from any window, balcony, fence, or facade of the buildings. No clothesline of any type shall be allowed which is visible from the street or any neighbor's Lot.

For the purposes of this section, a condition shall be deemed “unsightly” if unkempt, distasteful or generally unpleasant to look at, as determined by the DRC in its sole discretion.

See also Nuisances, lights, sounds and odors.
- qqq. Vehicles
Certain Types of Vehicles Restricted:
Commercial vehicles, tractors, mobile homes, recreation vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, golf carts and boat trailers must be parked only in enclosed garages and may not be parked on the street. Notwithstanding the foregoing, recreation vehicles and motor homes may be temporarily parked for a maximum of seventy-two (72) consecutive hours in the driveway of a Lot for the purposes of loading, unloading and delivery.

For the purposes of this section, a “commercial vehicle” means a vehicle that meets any of the following: is used to transport cargo or passengers for profit or hire; or may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle; or is any vehicle registered with the State Motor Vehicles Department as a “commercial vehicle”; or meets the definition of local ordinances for being a

commercial vehicle; or is any vehicle that is larger than 1 ton capacity.

Additionally, “recreation vehicle” means motor homes, pick-up trucks with camper shells, trailers, self-contained recreational vehicles, motorcycles, motorbikes, snowmobiles, jet skis, boats, all-terrain vehicles, and other apparatus intended for use on land, water, or in the air, and the trailers used for their transportation.

Notwithstanding the foregoing, any such recreation vehicle may be otherwise parked temporarily for loading, unloading and/or delivery.

No Abandoned or Inoperable Vehicles:

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community except in a garage. An “abandoned or inoperable vehicle” shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have an operable propulsion system installed therein, is up on blocks or covered with a tarpaulin for 72 consecutive hours, or which is not then currently registered and licensed, or which exhibits other characteristics of being abandoned or inoperable, such as, but not limited to, flattened tires or broken windows.

No Maintenance or Repair of Motor Vehicles, Trailers, or Boats:

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of motor vehicles, trailers or boats, may be performed or conducted in the Community. This restriction does not prevent washing and polishing of any motor vehicle, trailer or boat.

Parking Restrictions:

Parking shall only occur in garages, on driveways, on streets (where permitted by law), or in designated parking areas. Parking in rear or side yard areas is not permitted.

- rrr. Water features
Low volume water features may be permitted provided they are not audible to the adjacent homeowner. Design approval shall be at the discretion of the DRC and low volume water features will be evaluated on their individual merit, use, location on Lot and appearance.
- sss. Weather vanes
Weather vanes require prior DRC approval and will be evaluated on their individual merit and appearance.
- ttt. Wind energy devices
Wind energy devices require prior DRC approval and will be evaluated on their individual merit, use, location on Lot and appearance.

See also Nuisances, lights, sounds and odors.
- uuu. Windows
All window frames shall be painted or stained wood, vinyl, composite or non-reflective metal framers and dividers. Reflective glass and reflective window tinting are not permitted.
- vvv. Wildlife precautions
Wildlife may be present in the Community, including but not limited to coyotes, foxes, rabbits, raccoons, skunks, and so forth. In order to minimize harmful interactions, homeowners shall:
- Keep all pet food and pet food bowls inside;
 - Keep trash sealed and/or enclosed within the home; and
 - Never leave pets or children unsupervised outdoors.
- www. Wood storage
No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Lot or from any Common Area. Firewood shall be neatly stacked, and shall be located within a screened enclosure or other appropriate feature. Wood piles and enclosures may not exceed four (4) feet in height and sixteen (16) square feet in total area.

xxx. Yard sales

See Garage sales.

Article 3. Parks and Open Space Rules

The following rules apply to CAB owned, managed and leased properties within the Community ("CAB Properties"):

3.1 Dog owners must leash and have physical control of their dog(s) at all times, unless permitted within designated dog parks. Dog owners shall pick up and dispose of dog's excrement. 3.2 Motorized vehicles are prohibited in parks, trails, and open space except as provided in Section 3.26, below.

3.3 Glass containers, littering, dumping and misuse of public property are prohibited.

3.4 Fires are permitted within charcoal burning grills provided at park shelters, or within liquid-fueled or gas-fueled grills/stoves on CAB owned, leased or managed developed park sites and parking lots when no fire restrictions apply. 3.5: Firing or shooting any firearm or archery equipment in or into any CAB Properties is prohibited.

Firearms are defined as any pistol, revolver, rifle, bow or other weapon of any description from which a shot, projectile, arrow or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow and includes, but is not limited to, a crossbow, longbow or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.

Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any CAB Properties is prohibited, except as provided by C.R.S. Section 18-12-201et seq.

3.6 The operation of any unmanned aerial system (UAS), also known as drones, on CAB Properties is prohibited without a permit. Events or specific activities can use a drone if issued a permit or as identified in a contract with the CAB. 3.7 Swimming or the use of watercraft and or floatation devices is prohibited. Use of model, or remote controlled toy boats on CAB owned or managed ponds and open water may not interfere with, or disturb fish, wildlife and fishing activities.

3.8 Ponds and Open Water: The following activities are prohibited; walking on ice covered pond surfaces, swimming, use of watercraft, and use of floatation devices.

- 3.9 Parks and open space are open from 5:00 a.m. to 11:00 p.m. daily.
- 3.10 Hitting golf balls in or into CAB Property is prohibited.
- 3.11 Amplified sound systems are prohibited unless specifically authorized in writing by the CAB.
- 3.12 Disorderly conduct as defined in C.R.S. 18-9-106 is prohibited.
- 3.13 Relocating or releasing animals, fish, birds or insects on CAB Property is prohibited.
- 3.14 CAB owned and managed ponds and water bodies are regulated by both statewide rules and the CAB's posted site rules.
- 3.15 Harassment of wildlife as defined in C.R.S. 33-6-128 is prohibited. All of this statute is incorporated herein except sub-section (3).
- 3.16 Camping is prohibited without permit.
- 3.17 The safe use of small stakes (not to exceed 10 inches in length) is permitted in parks. All other staking requires an application and permit issued by the CAB.
- 3.18 Motorized vehicles are not permitted in open space except as provided by Section 3.26, below. Private property may not be accessed through CAB open space.
- 3.19 Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.
- 3.20 Recreation amenities such as playgrounds, tetherball, volley ball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by the CAB are prohibited. Personal items shall not be affixed to structures, signs, and posts without being permitted in writing by the CAB. Attaching personal items to trees is prohibited.
- 3.21 Extended Landscaping: Improvements including: irrigation, landscape materials, shrub and tree planting, gardening, structure of any kind or retaining walls are prohibited on CAB Properties. Tree and shrub growth extending onto CAB Property that interferes with CAB maintenance practices is prohibited.
- 3.22 Storage or staging of any type of equipment or materials is prohibited.
- 3.23 Dog Off-Leash Areas (if any) hours are from 7:00 A.M. until sunset year-round.
- 3.24 Damage or misuse of CAB Property is prohibited. This includes, but is not limited to applying herbicide, digging and erosion caused by drainage from adjacent property.

3.25 Fence Rules:

- (a) Owners of property adjacent to fences maintained by the CAB shall not place any landscaping or other materials in such a manner as to cause damage to the CAB's fence. Additionally, nothing shall be placed or affixed on to any CAB fence. The CAB may remove any such materials at any time. Any person causing any damage to any fence maintained by the CAB shall be responsible for the cost incurred by the CAB to repair the fence. Homeowners will be required to remove all landscaping or other materials so that the CAB may repair such damages.
- (c) Owners of properties adjacent to fence owned by the CAB shall not remove any portions of fence for yard access or any other reason.

3.26 Operation of Motorized Vehicles and Equipment

The operation of any motorized vehicle or equipment on or through parks and open space owned or maintained by the CAB is prohibited except for the following:

- (a) CAB service vehicles and equipment.
- (b) Law enforcement, fire, rescue, and emergency vehicles and equipment, including the sheriff, police, Colorado Division of Wildlife, and animal welfare.
- (c) Vehicles and equipment operated at the direction of public agencies, such as the City of Aurora, Urban Drainage and Flood Control, Colorado Interstate Gas, and Fire and Rescue when being used by such entities to install or maintain facilities located in their easements or rights-of-way.
- (d) Vehicles and equipment operated by contractors of the CAB provided the contractor has obtained an access permit from the CAB.
- (e) Class I and II electrical assisted bikes as defined by C.R.S. 42-1-102 are permitted.
- (f) Other Power-Driven Mobility Devices are permitted in accordance with Applicable Law, including the Americans with Disabilities Act:

3.27 Violations of Article III:

Violations any of the provisions of Article III of the Rules or Regulations are misdemeanors punishable as provided in §18-9-117 of the Colorado Revised Statutes.

3.28 Other Remedies of the CAB:

Any violations adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.

- (a) In addition to any penalties provided by the Colorado Revised Statutes, the CAB may correct violations of at the expense of the responsible party.
- (b) Prior to correcting any violation pursuant to Subsection (a) above, the CAB shall give the party responsible 3 days written notice. Immediate action will be required when the violation is determined by staff to be a public safety issue.
- (c) In the event the CAB corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 20% for administrative expenses. Any party aggrieved by this section may appeal to the CAB.

3.29 Temporary Access to Park and Open Space:

Any person working on CAB property must obtain a Temporary Access Permit from the CAB. A Temporary Access Permit Application must be completed and submitted to the Management Company and approved by the CAB before work may commence.

3.30 Programs and Lessons on CAB Properties:

All lessons and/or programs held on CAB Properties must be approved by the CAB prior to any use. Approval shall be in the form of a park permit, lease or a personal services contract with the CAB. All uses are subject to current park reservation or lease fees. Parents instructing their children or family members and friends recreating in parks are exempt from this rule provided that a fee is not charged and that the activity is not regularly scheduled and ongoing.

3.31 Temporary Park Vending:

- (a) Any vendor selling concessions or food items in the Community must obtain a Temporary Vending Permit. A Temporary Vending Permit Application must be completed and submitted with associated fees to the CAB. Vending shall be permitted only within designated areas of the community parks.
- (b) Vending is limited in scope to days and times approved by the CAB.

- (c) Vending at special events sponsored by organizations other than the CAB is not permitted unless approved by the sponsoring organization. Vendors associated with the sponsoring organization are not required to obtain a permit.

Article 4. *Enforcement Committee; Enforcement*

4.1 Enforcement Committee. Pursuant to the Master Declaration, the CAB has established an Enforcement Committee. The Enforcement Committee is composed of no less than three (3) and no more than seven (7) members appointed and removed by the governing boards of the Districts. The Enforcement Committee shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for violations of the Governing Documents; (b) submit complaints regarding Violations of the Governing Documents; (c) inspect the Property for Violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents. In addition, the DRC may submit Notices of Noncompliance to the Enforcement Committee for further action.

4.2 Owner Complaints. Any complaint by an Owner which alleges a violation of the Master Declaration or any other Governing Document shall be made in writing. A form Witness Statement may be obtained from the Management Company or on the Community website. At a minimum, the complaint shall set forth:

- (a) The name, Lot address or unit number and phone number of the complaining witness.
- (b) The name, if known, and Lot address or unit number of the violator.
- (c) The specific details or description of the violation, including the date, time and location where the violation occurred.
- (d) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- (e) The signature of the complaining witness and the date on which the complaint is made.

4.3 Notification of Alleged Violation. If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents, (ii) the DRC has submitted a Notice of Noncompliance with respect to a Lot, or (iii) another Owner has submitted a complaint in accordance with Section 4.2 above, the Owner shall be notified of the

complaint and alleged violation by the Enforcement Committee or its duly authorized agent, and the Owner shall have thirty (30) days to correct or cure the violation, except that certain violations constituting a nuisance or a threat to the health, safety or welfare of another resident may require immediate correction or cure. If the complaint is based on conduct of the Owner's Resident, the Resident shall also be notified of the alleged violation. In addition, if the alleged violation is due to an Owner complaint, the complaining Owner will also be copied.

4.4 Opportunity for a Hearing Before the Enforcement Committee. Any Owner receiving a Notice of Alleged Violation and who has not corrected or cured the violation within the permitted time is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- (a) If the Owner desires a hearing on the alleged violation, within ten (10) days after the Notice of Alleged Violation has been delivered on the Owner and the time for correction or cure of the violation has expired, the Owner must complete the Request for a Hearing form, in the form attached to the Notice of Alleged Violation and return it to the Enforcement Committee.
- (b) If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Enforcement Committee. The Owner shall be notified of the date and time of the hearing, which shall be conducted no later than thirty (30) days after receipt of the Request for a Hearing, as determined by the Enforcement Committee. The hearing shall be conducted in accordance with any rules and procedures therefor promulgated by the CAB or the Enforcement Committee.
- (c) At any such hearing, the Enforcement Committee shall hear and consider arguments, evidence or statements regarding the alleged Violation. Following a hearing, the Enforcement Committee shall issue, within ten (10) days, its determination regarding the alleged Violation.
- (d) Notification of the Enforcement Committee's determination shall be provided to the Owner. Where the Lot is determined to be in Violation of the Governing Documents, the Notification shall be considered a notice of violation (a "Notice of Violation"), and shall include the time period, which may be immediate and may not exceed thirty (30) days, in which the Violation is to be corrected, remedied or otherwise removed, as well as any Fines or other sanctions imposed. Fines may be imposed according to the Fees and Fines Schedule adopted by CAB, as the same

may be amended from time to time.

- (e) At any time prior to the Enforcement Committee's final determination of Violation, an Owner may notify the Enforcement Committee in writing that any Violation has been corrected, remedied or removed. Following inspection of the Lot by the Enforcement Committee and confirmation that the Lot is in compliance, the Enforcement Committee may suspend or dismiss all actions to enforce its remedies.
- (f) If no Request for a Hearing is filed within ten (10) days after a Notice of Alleged Violation, a hearing will be considered waived, the allegations in the Notice of Alleged Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Enforcement Committee. The Owner shall be notified by the Enforcement Committee of any such determination using the same form and in the same manner as if a hearing had been conducted.

4.5 Opportunity for a Hearing Before the CAB. Any Owner who has received a decision from the Enforcement Committee of a Notice of Violation that desires to appeal to the CAB is entitled to an opportunity for a hearing before the CAB. If the Owner desires such a hearing, the Owner must proceed as follows:

- (a) Within ten (10) days after the Owner's receipt of the Notice of Violation with the Enforcement Committee decision, the Owner must complete the Request for a Hearing form for a hearing before the CAB, which is attached to the Notice of Violation or may be obtained from the Management Company or on the Aurora Highlands website and return it as directed on the form.
- (b) If a request for a hearing is timely filed, a hearing on the complaint shall be held before the CAB at its next Board meeting. The Owner shall be notified of the date and time of the hearing, which shall be conducted no more than sixty (60) days after receipt of the Request for a Hearing. The hearing shall be conducted in accordance with any rules and procedures therefor promulgated by the CAB.
- (c) At any such hearing, the CAB shall hear and consider arguments, evidence or statements regarding the Notice of Violation. Following a hearing, the CAB shall issue, within ten (10) days, its written determination regarding the Notice of Violation.

- (d) Notification of the CAB's determination shall be provided to the Owner. Where the Lot is determined to be in Violation of the Governing Documents, the notification shall be considered a confirmed Notice of Violation (a "Confirmed Notice of Violation"), and shall include the time period, not to exceed forty-five (45) days, in which the Violation is to be corrected, remedied or otherwise removed, as well as confirmation of the Fines or other sanctions imposed by the Enforcement Committee.
- (e) At any time prior to the CAB's issuance of the Confirmed Notice of Violation, an Owner may notify the CAB in writing that any Violation has been corrected, remedied or removed. Following inspection of the Lot by the Enforcement Committee and confirmation that the Parcel or Lot is in compliance, the CAB may suspend or dismiss all actions to enforce its remedies.
- (f) If no Request for a Hearing is filed within ten (10) days after a Notice of Violation, a hearing before the CAB will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed as the Enforcement Committee recommends. The Owner shall be notified by the Enforcement Committee of any such determination using the same form and in the same manner as if a hearing had been conducted before the CAB.

4.6 Remedies. If an Owner does not cure any Violation within the time period set forth in the Confirmed Notice of Violation, the CAB shall have all of the remedies set forth in Section 6.05 of the Master Declaration.

Article 5. *Miscellaneous*

5.1 Master Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and Regulations and the Master Declaration, the Master Declaration shall prevail. Capitalized terms used herein, but not otherwise defined in these Rules and Regulations will have the same definition given to such terms in the Master Declaration.

5.2 Amendment. The CAB may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient in its sole discretion.

5.3 Construction and Development. Notwithstanding anything to the contrary herein contained, normal construction activities and parking in connection with Declarant's building of

improvements within the Community or Declarant's other developmental activities shall not be considered a nuisance or otherwise be prohibited by these Rules and Regulations.

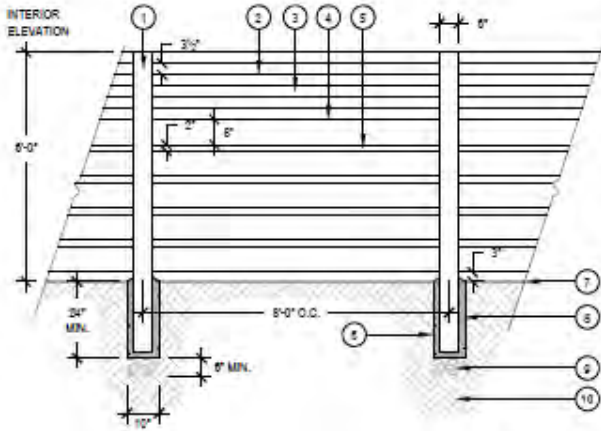
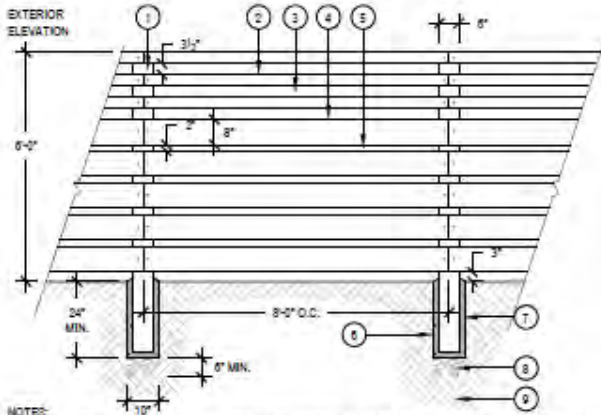
5.4 Remedies. All remedies set forth in the Master Declaration and these Rules and Regulations shall be cumulative of any remedies available at law or in equity, except as limited in the Master Declaration. The decision to pursue enforcement action in any particular case shall be left to the CAB's or Enforcement Committee's discretion, except that neither the CAB nor the Enforcement Committee shall be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the CAB or the Enforcement Committee may determine that, under the circumstances of a particular case:

- (a) the position is not strong enough to justify taking any or further action;
- (b) the covenant, restriction, or rule and regulation being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the CAB's resources; or
- (d) that it is not in the CAB's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the CAB's or the Enforcement Committee's right to enforce such provision at a later time or preclude the CAB or the Enforcement Committee from enforcing any other covenant, restriction, or rule.

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EXHIBIT A Fence Details

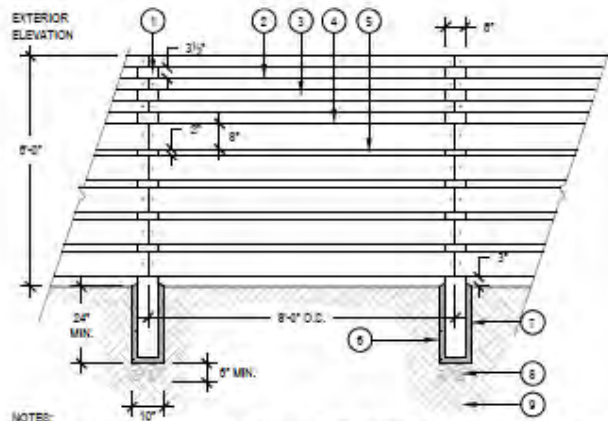


- ① 6"x6" SQUARE TREATED CEDAR POST
- ② 4" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET, ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #A0-6319
- ③ 3 1/2" GAP BETWEEN HORIZONTAL PICKET
- ④ 8" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET
- ⑤ 2" GAP BETWEEN HORIZONTAL PICKET
- ⑥ WATERPROOFING BASE OF FENCE POST; WOODLIFE CREOCOAT BLACK BELOW GROUND WOOD PRESERVATIVE
- ⑦ TOP OF FINISHED GRADE
- ⑧ SET FENCE POST IN MINIMUM 34" DEEP POST HOLES; MINIMUM 10" DIAMETER WIDTH; EARTH FORMED CONCRETE FOOTING
- ⑨ 3/4" WASHED ROCK, CLEAN AGGREGATE DRAINAGE COURSE
- ⑩ ADJACENT SUBGRADE

- NOTES:**
- 1. DETAIL IS PROVIDED TO COMMUNICATE DESIGN INTENT. CONTRACTOR TO PROVIDE SHOP DRAWINGS.
 - 2. CONTRACTOR TO SUBMIT SAMPLES FOR APPROVAL PRIOR TO CONSTRUCTION.
 - 3. ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #A0-6319.

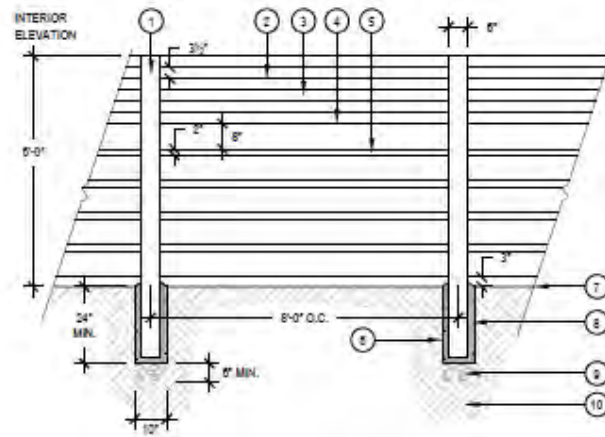
○ PRIVACY FENCE

SCALE: 1/2" = 1'-0"



NOTES:

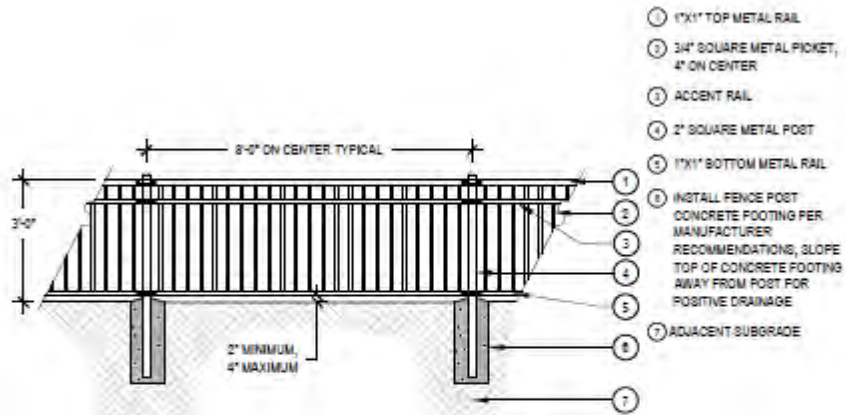
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1. 6"X6" SQUARE TREATED CEDAR POST
2. 4" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET, ALL WOOD PICKETS AND POSTS TO BE STAINED WITH DIAMOND VOGEL GRAIN STAIN EXTERIOR SEMI-TRANSPARENT OIL STAIN - NATURAL TONE CEDAR - PRODUCT #AG-8319
3. 3 1/2" GAP BETWEEN HORIZONTAL PICKET
4. 6" X 2" TREATED HORIZONTAL CEDAR PICKET WITH FLAT FLUSH ENDS, PICKETS TO BE ATTACHED TO POSTS WITH DECK SCREWS ON SIDE OF POSTS THAT FACES ADJACENT STREET
5. 2" GAP BETWEEN HORIZONTAL PICKET
6. WATERPROOFING BASE OF FENCE POST, WOODLIFE CREOCOAT BLACK BELOW GROUND WOOD PRESERVATIVE
7. TOP OF FINISHED GRADE
8. SET FENCE POST IN MINIMUM 24" DEEP POST HOLES; MINIMUM 10" DIAMETER WIDTH; EARTH FORMED CONCRETE FOOTING
9. 3/4" WASHED ROCK, CLEAN AGGREGATE DRAINAGE COURSE
10. ADJACENT SUBGRADE

PRIVACY FENCE

SCALE: 1/2" = 1'-0"

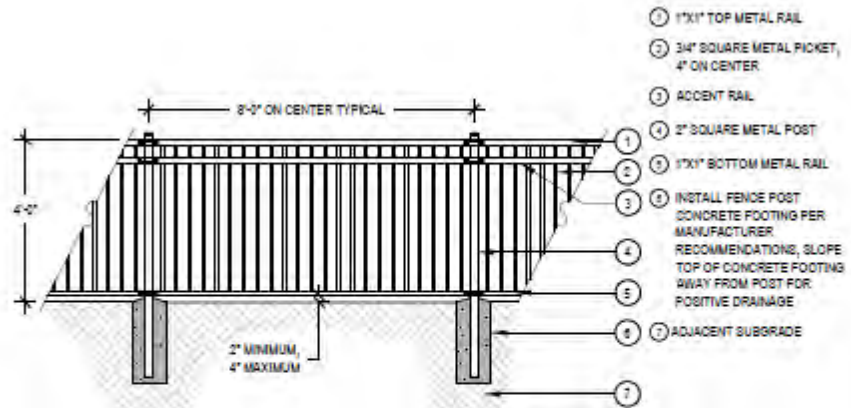


NOTES

1. FENCE TO BE AMERISTAR 3' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH. REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.

3' METAL FENCE

SCALE: 1/2" = 1'-0"



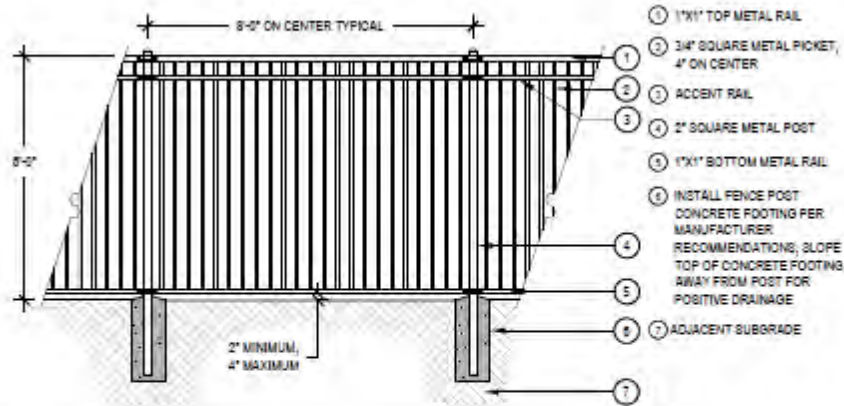
NOTES:

1. FENCE TO BE AMERISTAR 4' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH, REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.



4' METAL FENCE

SCALE: 1/2" = 1'-0"



NOTES:

1. FENCE TO BE AMERISTAR 6' MONTAGE ORNAMENTAL METAL FENCE WITH BLACK FINISH; REFER TO AMENITY SCHEDULE, SHEET L-XXX, FOR MORE INFORMATION.



6' METAL FENCE

SCALE: 1/2" = 1'-0"