

IRON WORKS VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

Dear Homeowner,

Congratulations on your new home purchase, and welcome to the community! Your home resides within the boundaries of Iron Works Village Metropolitan District (“the District”). The District is a quasi-municipal corporation and political subdivision of the State of Colorado, governed by a five member elected Board of Directors.

The Iron Works Village community does not have a Homeowner’s Association, instead the District performs such functions as covenant control, architectural review and grounds maintenance services, including but not limited to; open space areas and community parks, community fencing, monumentation, and snow removal along public parks and trails, as well as other management services for your community. These services are paid for through your yearly property tax assessment and Operations Fee, rather than through an assessment of dues such as an HOA would impose. The Operations Fee is a monthly fee which is billed quarterly. You will receive an invoice for by mail, with options to receive email invoices or to opt in for paperless billing. More information on District Fees can be found in the Fee Resolution (which is a part of this Welcome Packet).

The District’s Limited Tax General Obligation Bond debt service is also paid for through your yearly property tax assessment. Further information on this subject can be obtained by referencing the General Information and Disclosure Sheet (which is also a part of this Welcome Packet); via the District’s Service Plan (which is available upon request) or, by contacting the District’s Community Manager, Shana Jones, at Special District Management Services, Inc. (“SDMS”). SDMS is contracted by the District to manage the day-to-day responsibilities of operating the District; managing all outside contractors and consultants, and supporting the Board of Directors of the District.

What you can expect as a new homeowner within the Iron Works Village community: Part of SDMS’ role is to conduct routine inspections of the community in order to ensure compliance with the Declaration of Covenants and the Rules and Regulations. The Declaration of Covenants and the Rules and Regulations set forth the policies, restrictions, covenant enforcement and architectural design review criteria. You can expect inspections to occur bi-weekly during the growing season, and monthly the rest of the year.

Trash Service: Trash service is provided by Waste Management; which is paid for by the District. Pickup occurs on Wednesdays. Recycling pick-up will be every other week. Recycling will be picked up on the ‘Green’ weeks, per the enclosed Waste Management calendar. Additional information regarding the trash and recycling service is included in this packet.

Welcome Letter

Enclosed you will find the following important community reference materials (subject to periodic change):

1. **“Iron Works Village Community Resources”** (a quick reference guide of City of Thornton resources, including trash and recycling information).
2. **“Xpress Bill Pay Information”** (the District utilizes the Xpress Bill Pay system which provides residents with online options for bill payments, including paperless billing, billing notifications, and Auto Pay options).
3. **“Resolution of the Board of Directors of the Iron Works Village Metropolitan District Regarding the Imposition of Operations Fee”** (this lists a summary of fees imposed by the District).
4. **“Party Wall Declaration”(For Duplexes).**
5. **“Declaration of Covenants, Conditions, and Restrictions for Iron Works Village” (aka CC&R’s)** (the Declaration of Covenants sets forth the policies for restrictions, covenant enforcement and architectural review).
6. **“Rules and Regulations of Iron Works Village”** (the Rules and Regulations provide design and architectural guidelines in addition to other introductory material. These Rules contain (A) a summary of procedures for obtaining approval from the Architectural Review Committee (ARC) and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements).
7. **“RESOLUTION OF THE BOARD OF DIRECTORS OF IRON WORKS VILLAGE METROPOLITAN DISTRICT REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE ENFORCEMENT OF THE GOVERNING DOCUMENTS ”** (this lists potential fines for violations of the Covenants and/or Rules and Regulations, as well as the policies and procedures for providing homeowner notice of non-compliance).

Should you have any questions or require more information regarding the matters presented in this letter, please contact me or Ryan at (303) 987-0835 or via email at cm@sdmsi.com. Once again, we would like to warmly welcome you to the Iron Works Village community.

Warm Regards,

Iron Works Village Metropolitan District

A handwritten signature in black ink, appearing to read 'Peggy Ripko', with a stylized flourish at the end.

Peggy Ripko District Community Manager

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Community Resources

Iron Works Village

LOCAL AREA INFORMATION

Schools:

- | | |
|--------------------------------|--------------|
| • Englewood High School | 303-806-2266 |
| • Englewood Middle School | 720-972-5940 |
| • Englewood Leadership Academy | 303-781-7817 |
| • Clayton Elementary | 303-781-7831 |
| • Cherrelyn Elementary | 303-761-2102 |

Parks & Recreation:

- | | |
|-----------------------------------|--------------|
| • Englewood Park & Recreation | 303-762-2300 |
| • Jason Park | 303-762-2685 |
| • Malley Senior Recreation Center | 303-762-2660 |
| • Harvard Gulch Golf Course | 720-865-0450 |
| • Overland Golf Course | 720-865-0430 |

Medical Facilities:

- | | |
|-----------------------------|--------------|
| • Porter Adventist Hospital | 303-778-1955 |
| • Swedish Medical Center | 303-788-5000 |
| • Craig Hospital | 303-789-8000 |
| • Metro Urgent Care | 720-262-4108 |
| • AFC Urgent Care | 303-625-9293 |

Local Utilities:

- | | |
|----------------------------|--------------|
| • Utility Location Service | 800-922-1987 |
| • United Power | 800-468-8809 |
| • Xcel Energy | 800-895-4999 |
| • Water | 720-977-6500 |
| • Qwest Communication | 800-244-1111 |
| • Comcast Cable | 303-930-2000 |
| • Waste Management | 800-482-6406 |

Shopping:

- | | |
|-----------------------|--------------|
| • Walmart Supercenter | 303-789-7201 |
| • King Soopers | 303-761-0013 |
| • Walgreens | 303-761-1673 |
| • Target | 303-974-6661 |

Denver Franklin

2023 Recycling Calendar



■ Login to **My WM** at **wm.com** to confirm if your recycling service is GREEN or GOLD weeks. ■ **Holiday Observed**

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SERVICE DAY GUIDELINES

- Place your recycling and trash carts at the curb by 6 a.m. with wheels facing the curb.
- Place carts at least 4 feet from other objects such as cars, mailboxes, trees, bushes and other carts.
- Please ensure all material fits inside your carts with the lid closed.

SERVICE HOLIDAYS

- Memorial Day** Monday, May 29
- Independence Day** Tuesday, July 4
- Labor Day** Monday, Sept. 4
- Thanksgiving Day** Thursday, Nov. 23
- Christmas Day** Monday, Dec. 25

Holidays noted with a blue square may affect your collection service. If your service day falls on or after a holiday, your service will be delayed by one day. Regular service resumes the following week.

RECYCLE RIGHT

To learn more visit
wm.com/RecycleRight



Always Recycle / Recicle Siempre



Food & Beverage Cans
Latas de alimentos y bebidas



Plastic Bottles & Containers
Botellas y envases de plástico



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados



Paper
Papeles



Glass Bottles & Containers
Botellas y envases de vidrio

RECYCLE RIGHT TIPS

- Do not bag your recyclables. Place materials loosely and directly into carts.
- Never put foods, liquids, foam cups or containers, plastic bags or film, yard waste, electronics, carpeting, clothing, furniture, tires or hazardous materials in recycling carts.

QUESTIONS? Call WM Customer Service at (800) 482-6406.

Login to **My WM** at **wm.com** to confirm your recycling week and service day.

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Xpress Bill Pay

ANNOUNCING...

The easiest way to pay your bill

Our new online bill pay option saves you time and gives you more flexibility in how you pay your bill.

If you have an Internet connection and an email address, you can now pay your bill online. You are also able to "opt in" to paperless billing and receive an email notification when your bill is ready to view. It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

HOW IT WORKS

We have partnered with Xpress Bill Pay, the premier provider for online bill payment.

When you sign up for online bill payment you get a unique password that you use to access your personal account at www.xpressbillpay.com. Every month we'll send you a reminder email to let you know when your bill is online.

Then, just log in through your Web browser and view your bill, which will look like the paper statement you're familiar with. Select a payment type — credit card, debit card, or electronic funds transfer — enter the information, and you're done!

It's that easy, and it only takes you a few minutes each month.

We're offering this service at the request of customers like you. Sign up today and see why so many people consider this the best way to pay their bills.

ONLINE BILL PAYMENT FACTS

- It's free to sign up for online bill payment at www.xpressbillpay.com.
- You can pay your bills with a credit or debit card, or you can transfer funds directly from your checking account.
- You can pay your bill from anywhere. Users outside the U.S. can contact our Payment Center anytime to make a payment or to set up an Auto Pay.
- No need to worry about late payments if you're out of town when your bill is due.
- After you complete the transaction, you can receive an email receipt to confirm that the payment went through.



- You can view up to a year's history of your account online, so you can compare your current bill to a year ago.
- If you'd like, you can select the Auto Pay option and your bill will be paid automatically each month.

WHAT TO DO NEXT

1. Go to www.xpressbillpay.com. We have partnered with Xpress Bill Pay to provide you with online bill payment service.
2. Click on the "Sign Up" button on the top of the home screen. Fill in the email and password fields, then click in the "I'm not a robot" box and follow the prompts.
3. Complete the short registration form and click "Next."
4. Go to your inbox and open the verification email and click "Verify Email". Then select "Continue" to log in.
5. Select your billing organization and follow the prompts for linking your bill.
6. Once your bill is added to your account, you can add another bill, view and pay your bill online, or setup a recurring auto payment schedule.

AND THERE'S MORE!

Along with being able to make a payment online at any time you can also call the payment assistance center to make a payment over the phone.

Call 1-800-720-6847 or 1-385-218-0338 (from outside the U.S.) to speak with an agent and make your payment today! A phone payment fee may apply.

xpress BILL PAY

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Resolution Regarding the Imposition of Operations Fee

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**SECOND AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
IRON WORKS VILLAGE METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION OF OPERATIONS FEE**

WHEREAS, the Iron Works Village Metropolitan District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Arapahoe County (“**County**”), Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, construct, reconstruct and replace certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include streets, alleys, sidewalks, curbs, landscaping, park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to the Facilities, property and inhabitants within the boundaries of the District, including without limitation, landscape maintenance, snow removal, and covenant enforcement (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs;

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, the District previously passed a Resolution Concerning the Imposition of an Operations Fee (recorded December 13, 2018, Reception No. D8121733, Arapahoe County Clerk and Recorder) (the “**Original Resolution**”) and a First Amended and Restated Resolution of the Board of Directors of the District Concerning the Imposition of a District Operations Fee which differentiated the Operations Fee for apartments at \$120/quarter (recorded January 11, 2021, Reception No. E1004884, Arapahoe County Clerk and Recorder) (the “**First Amendment**”). This Second Amended and Restated Resolution of the Board of Directors of the District Concerning the Imposition of a District Operations Fee amends, restates and replaces in their entirety the Original Resolution and First Amendment, and equalizes the Operations Fee for all residential units at \$210/quarter. Any fees, rates, tolls, penalties or charges due under the Original Resolution and First Amendment, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Apartment Unit**” means a unit within an apartment building which unit is held for lease or rent for residential occupancy, and for which a final certificate of occupancy has been issued.

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party owner or tenant of any owner occupying or intending to occupy a Residential Unit.

“Fee Schedule” or “Schedule of Fees” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“Lot” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“Residential Unit” means each residential dwelling unit (including, without limitation, apartment units, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries.

“Transfer” or “Transferred” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

“Vacant Lot” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents and property owners to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The District may change the Fee Schedule from time to time and such change shall not require an amendment to this Resolution. The Operations Fee shall consist of a recurring payment (the **“Recurring Payment”**) and a separate payment imposed on transfers of a Residential Unit, excluding apartment units, (the **“Transfer Payment”**), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit, excluding apartment units, by an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Facilities and Services, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District. This restriction on the use of the Operations Fee revenue shall be absolute and without qualification.

e. The Board has determined, and does hereby determine, that the Operations Fee is calculated to defray the cost of funding Operations Costs and reasonably distributes the burden of defraying the Operations Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Capital Facilities Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Capital Facilities Fee, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may

institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable to the "Iron Works Village Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Arapahoe County Clerk and Recorder of the County.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in Exhibit B, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution is effective November 15, 2021, with the Facility Fee being imposed hereby as follows: (i) on Townhomes beginning January 1, 2022; and (ii) on Apartment Units beginning January 1, 2022.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

ADOPTED this 15th day of November, 2021.

IRON WORKS VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Taylor Strickland

Officer of the District

ATTEST:

Jennifer V Bartlett

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law



General Counsel to the District

***[Signature Page to Second Amended and Restated Resolution
Concerning the Imposition of Operations Fee]***

After Recording, Return to:
 WHITE BEAR ANKELE TANAKA & WALDRON
 2154 East Commons Avenue, Suite 2000
 Centennial, Colorado 80122

EXHIBIT A

IRON WORKS VILLAGE METROPOLITAN DISTRICT

Schedule of Fees

Effective January 1, 2022

Schedule of Fees		
Fee Type	Residential Unit Classification	Rate
Operations Fee – Recurring Payment *	Townhome Unit	\$210/quarter
	Condominium Unit	\$210/quarter
	Apartment Unit	\$210/quarter
Operations Fee –Transfer Payment (excludes apartment unit) *		\$100 per Transfer
*The Board may, in its sole discretion, impose, increase, decrease, suspend, and repeal the Operations Fee at its discretion with or without amending the Fee Imposition Resolution.		
The Due Date for each Recurring Payment Operations Fee is the 1 st day of each quarter.		
The Due Date for each Transfer Payment Operations Fee is the date such Transfer occurs.		

PAYMENTS: Payment for each fee shall be made payable to the Iron Works Village Metropolitan District and sent to the following address for receipt by the Due Date (such address may be amended from time-to-time at the discretion of the Board):

Iron Works Village Metropolitan District
 c/o Community Management Division Manager
 Special District Management Services, Inc.
 141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898

EXHIBIT B**IRON WORKS VILLAGE METROPOLITAN DISTRICT****District Boundaries**

LOT 2, BLOCK 1, GENERAL IRON WORKS SUBDIVISION FILING NO. 2, LOCATED
IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION
34, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2016 AT
RECEPTION NO. D8030247, COUNTY OF ARAPAHOE, STATE OF COLORADO

APPROXIMATELY 8.47 ACRES

IRON WORKS VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
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Fax: 303-987-2032

Party Wall Declaration

**PARTY WALL DECLARATION
(Duplex)**

THIS PARTY WALL DECLARATION ("**Declaration**") is made and entered into by Iron Works Village, LLC, a Colorado limited liability company ("**Declarant**") as hereinafter more fully defined), as of the date hereinafter set forth.

RECITALS

A. Declarant is the owner of that certain lot with an address of 2828 S. Fox St., Englewood, CO 80110 and legally described on **Exhibit A** hereto ("**Parcel 1**").

B. Capital Constructors, LLC, an Alaska limited liability company ("**Capital**"), is the owner of that certain lot with an address of 2824 S. Fox St., Englewood, CO and legally described on **Exhibit A** hereto ("**Parcel 2**").

C. There are Improvements on Parcel 1 and on Parcel 2 that are adjacent to each other and share a common wall located on the lot line between Parcel 1 and Parcel 2 (the "**Party Wall**"). Parcel 1 and Parcel 2 are collectively the "**Parcels**" and each a "**Parcel**".

D. Declarant and wishes to provide for the use and enjoyment of the Party Wall shared by the Parcels and further provide for the ownership and use of said Party Wall and of the Parcels.

E. Capital desires to consent to the recordation of the Declaration, which upon recordation shall bind both Parcels as set forth below.

DECLARATION

NOW, THEREFORE, the Declarant and Capital hereby declare that the Parcels on the Property described on the attached **Exhibit A**, shall be held, sold, subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1. DEFINITIONS

Section 1.1. *Declarant.*

"**Declarant**" means Iron Works Village, LLC, a Colorado limited liability company, and any other Person(s), to whom the Declarant, by Recorded document, expressly assigns one or more rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

Section 1.2. *Declaration.*

"**Declaration**" means this Party Wall Declaration as may be amended from time to time.

PARTY WALL DECLARATION (Duplex)

THIS PARTY WALL DECLARATION ("**Declaration**") is made and entered into by Iron Works Village, LLC, a Colorado limited liability company ("**Declarant**") as hereinafter more fully defined), as of the date hereinafter set forth.

RECITALS

A. Declarant is the owner of that certain lot with an address of 2828 S. Fox St., Englewood, CO 80110 and legally described on **Exhibit A** hereto ("**Parcel 1**").

B. Capital Constructors, LLC, an Alaska limited liability company ("**Capital**"), is the owner of that certain lot with an address of 2824 S. Fox St., Englewood, CO and legally described on **Exhibit A** hereto ("**Parcel 2**").

C. There are Improvements on Parcel 1 and on Parcel 2 that are adjacent to each other and share a common wall located on the lot line between Parcel 1 and Parcel 2 (the "**Party Wall**"). Parcel 1 and Parcel 2 are collectively the "**Parcels**" and each a "**Parcel**".

D. Declarant and wishes to provide for the use and enjoyment of the Party Wall shared by the Parcels and further provide for the ownership and use of said Party Wall and of the Parcels.

E. Capital desires to consent to the recordation of the Declaration, which upon recordation shall bind both Parcels as set forth below.

DECLARATION

NOW, THEREFORE, the Declarant and Capital hereby declare that the Parcels on the Property described on the attached **Exhibit A**, shall be held, sold, subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1. DEFINITIONS

Section 1.1. *Declarant.*

"**Declarant**" means Iron Works Village, LLC, a Colorado limited liability company, and any other Person(s), to whom the Declarant, by Recorded document, expressly assigns one or more rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

Section 1.2. *Declaration.*

"**Declaration**" means this Party Wall Declaration as may be amended from time to time.

Section 1.3. *Improvements.*

"**Improvements**" means all structures, including without limitation duplex dwelling units, now or hereafter located on a Parcel, exterior improvements to any such structures (including but not limited to paint or other finish materials on any visible structure) and any other exterior improvements made to a Parcel, and any exterior appurtenances thereto or exterior components thereof, of every type and kind, including but not limited to all landscaping and hardscaping features.

Section 1.4. *Master Declaration.*

"**Master Declaration**" means that certain Declaration of Covenants, Conditions and Restrictions of Iron Works Village, recorded on 06-13-18 at Reception No. D80571639

Section 1.5. *Owner.*

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

Section 1.6. *Person.*

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

Section 1.7. *Records.*

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

Section 1.8. *Security Interest.*

"**Security Interest**" means an interest in a Parcel, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.9. *Security Interest Holder.*

"**Security Interest Holder**" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest and, with respect to notice of cancellation or

substantial modification of certain insurance policies, the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is Recorded or not and the land records of the County in which such property is located, show the said Administrator as having the Record title to the Parcel), or any successor to the interest of any such Person under such Security Interest.

ARTICLE 2. PARTY WALLS

Section 2.1. *Party Walls.*

There lies along and over a portion of the common boundary of the Parcels a Party Wall which, in conjunction with the footings underlying, and the portions of the roof thereover, form a structural part of and physically join the Improvements on each Parcel. Each Parcel includes that portion of a Party Wall located on such Parcel, together with the necessary easements on adjoining Parcels for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Walls with equal rights of joint use.

Section 2.2. *Protection of Party Walls.*

A Party Wall or shared element shall not be materially altered or changed. No Owner or permittee shall have the right to destroy, remove or make any structural changes in the Party Wall which would jeopardize the structural integrity of any improvements on either of the Parcels; and no Owner or permittee shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity or sound insulating qualities. No Owner or permittee shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the adjoining Parcel Owner. No Owner or permittee may cut open or otherwise breach the drywall of the Party Wall. A reasonable number of nail holes no larger than one-quarter inch (1/4") in diameter are permitted in a Party Wall. Any other installations or modifications, including, but not limited to in-wall speakers, vents, lighting or other installations that require cutting into the Party Wall are prohibited.

Section 2.3. *Party Wall General Rules Applicable.*

To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning party walls shall be applicable hereto.

Section 2.4. *Roofs.*

Some parts of the roof of the Parcels ("Roof") form an uninterrupted roof line across the Parcels and are currently of the same material and color. The cosmetic appearance of the Roof will affect the value of the Parcels. The physical condition of the Roof could be the cause of damage to improvements on one (1) or more of the Parcels, such as, but not limited to, a defect in

the Roof causing water to leak into a Parcel Owner's dwelling unit. The Owners have a common interest in maintaining the cosmetic appearance and the physical condition of their common Roof, in furtherance of which Declarant provides that if at any time, a Parcel Owner ("Complaining Roof Owner") reasonably believes that the portion of the Roof located on the adjacent Parcel ("Damaged Roof Owner") is in a condition such that it materially adversely affects the value of the Complaining Roof Owner's Parcel or risks damage to the Improvements on the Complaining Roof Owner's Parcel, then such Complaining Roof Owner shall communicate the concern to the Damaged Roof Owner, requesting that the Damaged Roof Owner repair or replace that portion of the roof located upon their Parcel. The Damaged Roof Owner shall then repair or replace the affected portion of the Roof. In repairing or replacing the affected portion of the roof, the Damaged Roof Owner shall use materials of the same type and quality as then exist so as to match with the remaining portions of the roof and the cost of such repair or replacement shall be borne by the Damaged Roof Owner. In the event that the Damaged Roof Owner, in good faith, does not agree with Complaining Roof Owner's request, the dispute resolution provisions of Article 8 below shall apply.

Section 2.5. *Joint Costs*

Owners of the Parcels that share a Party Wall or any other common structural elements shall share equally in the maintenance, repair and replacement of the Party Wall or element and the costs thereof.

ARTICLE 3. COVENANTS TO RUN WITH THE PROJECT

Section 3.1. *Covenants to Run with the Property.*

Declarant hereby declares that all the Parcels shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Parcels, and which shall run with the Parcels and be a burden binding on all parties having any right, title or interest in the Parcels or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of all Owners, their heirs, personal representatives, successors and assigns.

Section 3.2. *Owners and Subsequent Owners Bound.*

Each provision of this Declaration and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Declaration that is contained herein shall:

3.2.1 Be deemed incorporated in each deed or other instrument by which any right, title or interest in any Parcel is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument; and

3.2.2 By virtue of acceptance of any right, title or interest in a Parcel by an Owner, such Owner shall be deemed to have accepted, ratified, adopted and declared said

agreements, promises, covenants and undertakings as personal covenants of such Owner and such Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of all other Owners.

ARTICLE 4. INSURANCE

Section 4.1. *Fire and Casualty Insurance.*

Each Owner, at their sole cost and expense, shall obtain and maintain at all times policies of insurance insuring their Parcel and all improvements thereon against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of residential property, including those covered by the standard "all risk" endorsement or a policy that includes the "broad form" covered causes of loss. All such insurance shall cover one hundred percent (100%) of the insurable replacement cost of the improvements on the Parcel. All policies of insurance required hereunder shall be written by insurance companies licensed to do business in Colorado and have an acceptable rating. To the extent permitted under the appropriate insurance policies, in the case of payment to an Owner on an insurance claim related to the Party Wall or the easements created herein, such payment shall be made to the claimant only and not require the endorsement by or payment jointly to the other Owner of a Party Wall. For purposes of this Article, the term "acceptable rating" shall mean a "B" or better general policyholder's rating or better financial performance index rating in Best's Insurance Reports; and an "A" or better general policyholder's rating and a financial size category of "VII" or better in Best's Hazard Insurance Financial Stability Ratings; a "BBB" qualified solvency rating or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Each Owner, upon written request from another Owner shall deliver to the requesting party certificates evidencing all insurance required to be carried under this Article. Each Owner shall have the right, upon reasonable request, to inspect and copy all such insurance policies of any other Owner and require evidence of the payment of premiums.

Section 4.2. *Master or Blanket Policies.*

Nothing contained in this Article 4 shall prevent the Owners from jointly acquiring a single "master" or "blanket" type insurance policy to cover any one (1) or more of the hazards required to be insured against under this Article 4, and sharing the costs thereof on mutually agreed terms.

ARTICLE 5. DAMAGE OR DESTRUCTION

Section 5.1. *Damage or Destruction.*

5.1.1. In the event of damage or destruction of any Parcel or any part thereof by any cause whatsoever, except the negligence or intentional act of the other Owner or such Owner's permittee, as provided for below, the Owner of the Improvement(s) so damaged or destroyed shall proceed with due diligence to cause the repair, reconstruction, and restoration of

such Improvements to substantially the condition that existed prior to such damage, applying the proceeds of insurance, if any, for such purpose.

5.1.2. If due to the intentional act or negligence of an Owner or Owner's permittee, agent, contractor, employee, tenant, family member, licensee, guest or invitee ("Responsible Owner"), loss or damage shall be caused to any Improvement on another Owner's Parcel, the Responsible Owner shall be liable and responsible to pay for the loss or damage, unless the damage or loss is fully covered by insurance and the carrier of the insurance has waived its right of subrogation against the damaged Owner. The Responsible Owner shall proceed with due diligence to cause the prompt repair, reconstruction, and restoration of any such property damage or destruction and shall compensate the person or other Owner for any damages sustained as a result of the intentional or negligent act. If such Owner(s) neglects or refuses to rebuild, repair or pay all of such costs in a reasonably timely manner in the case of an intentional act or negligence, the other Owner(s) may have such Improvement repaired or restored and shall be entitled to bring suit to recover the amount of the responsible Owner's share of the repair or replacement costs and the responsible Owner(s) shall pay all reasonable costs of collection, including but not limited to reasonable attorneys' fees. This section is not intended to limit or modify any insurance provider's rights of subrogation.

ARTICLE 6. MECHANIC'S LIENS

Section 6.1. *Mechanic's Liens.*

Except as expressly set forth in this Declaration, no services or material provided with respect to or furnished to a Parcel shall be the basis for filing a lien against any other Parcel and no other Parcel or Owner shall, under any circumstances, be held liable for the payment of any costs or expenses associated therewith, or for the value of any work so provided or any material furnished with respect thereto. Except as expressly set forth in this Declaration, all of the cost and expense shall be the sole responsibility and liability of the Owner(s) causing such labor, services and/or materials to be performed and/or furnished. Except in the event an Owner is entitled to reimbursement or a lien as expressly provided in this Declaration, each Owner shall indemnify and hold harmless each and every other Owner from and against all costs arising from the claim of any lien against such other Parcels for construction performed or for labor, materials, services or products furnished with respect to or incorporated into such Owner's Lot.

Notice is hereby given that the right and power to charge any Parcel with a lien or encumbrance of any kind against any Parcel for the construction performed, or for labor, materials, services or products furnished with respect to or incorporated in another Parcel is hereby denied except as expressly provided for in this Declaration.

ARTICLE 7. EASEMENTS

Section 7.1. *Easement for Support.*

Each Owner shall have an easement for horizontal and lateral support of the Owner's residence. Each Owner shall have the right to use the structural support of the Party Wall for the insertion of beams and structural materials for the benefit and support of any building now on the Parcels, provided that such use shall not injure any adjoining property of the other Owner, and shall not impair the Party Wall benefits to which the other owner is entitled.

Section 7.2. *Utility / Maintenance Easement.*

There is hereby created a blanket easement, benefiting and burdening the Parcels upon, across, over and under each Parcel (but excluding the interior portions of any dwelling units) for installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and internet facilities ("Blanket Utility Easement"), excluding satellite dishes. By virtue of this easement, it shall be expressly permissible for a utility company to maintain the necessary equipment on said Parcel 1 and 2 and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs, exterior walls and outdoor portions of the Property on the buildings on the Parcels. Should it be necessary for either Owner to gain access to the residence of the other Owner in order to conduct repair, maintenance or replacement of the Party Wall, water lines, water meters, sewer lines, gas lines, gas meters, telephone lines, electrical lines, electrical meters, cable television, internet or any other utility, such Owner may, after giving reasonable advance written notice of such necessity, enter the residence of the other Owner to make the necessary repairs or maintenance. The Owner who exercises such easement rights shall be responsible to repair any damage caused to the Parcel through which the easement runs by such exercise.

ARTICLE 8. DISPUTE RESOLUTION

Section 8.1. *Intent and Applicability of Article and Statutes of Limitation.*

8.1.1. Each Person agrees to encourage the amicable resolution of disputes under any of the matters set forth in this Declaration, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to submit all Claims (as defined below) to final, binding arbitration, and not to a court of law. The arbitration shall be conducted by the Judicial Arbiter Group in Denver, Colorado or by such other arbitrator (or location) as may be agreed upon by the parties. The rules and procedures of the designated arbitration organization that are in effect at the time the request for arbitration is submitted will be followed. The arbitration shall be governed by and shall be specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

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

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

Section 8.2. *Definition of "Claim" Under this Article.*

For purposes of this Article, "**Claim**" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between any Owners, or any Owner(s) and Declarant, related to the terms, rights, obligations or duties imposed or created by this Declaration and any claim, grievance or dispute arising out of or related to the design, construction, repair or installation of any Improvements, except a claim under an express limited warranty issued in connection with the sale of a Parcel, if any.

Section 8.3. *Exclusions from "Claim."*

Unless specifically exempted by this Article, all Claims shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all parties thereto otherwise agree in writing and except for claims related to the design, construction, repair or installation of any Improvements, "**Claim**" does not include any action that asserts a Claim which would constitute a cause of action independent of the Declaration.

Section 8.4. *Amendment.*

Notwithstanding anything to the contrary set forth herein, no portion of this Article 8 may be amended, modified, deleted, or restated without the prior written approval of Declarant.

Section 8.5. *No Presumption of Unobserved Construction Defects.*

The Declarant and the Owners agree that if any Owner alleges that any Parcel or Parcels or any portions thereof or Improvements thereon are subject to or alleged to be subject to a construction defect, then in any arbitration, mediation or other proceeding regarding such matters, there shall be no presumption that an alleged construction defect is prevalent or consistently present in other Parcels or other portions of the Property where such alleged construction defect has not been observed.

ARTICLE 9. GENERAL PROVISIONS

Section 9.1. *Enforcement.*

This Section 9.1 is subject to Article 8 of this Declaration (Dispute Resolution).

9.1.1. Each Owner shall comply with all provisions of this Declaration. Failure to comply with such provisions shall be grounds for an action by affected Owners to recover sums due, damages and/or injunctive relief and costs and expenses of such proceedings, including all reasonable attorneys' fees and court costs.

9.1.2. All sums and accounts due and payable by one Owner to another Owner hereunder, which are not paid within the time provided for herein or in accordance with law, shall constitute a lien on such Owner's Parcel in favor of the other Owner. To evidence such lien, the Owner entitled to the lien shall prepare a written notice of the lien ("Notice of Lien"), setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, the name of the Owner and the legal description of the Parcel to be made subject to the lien. Such Notice of Lien may be recorded in the Records ten (10) days after demand by the Owner entitled to the lien to the other Owner for such payment. Such lien shall be deemed, however, to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by foreclosure of the lien in a like manner as a mortgage on real property subsequent to the recording of a notice of claim of such lien. SUCH LIEN SHALL BE SUBORDINATE TO THE LIENS OF A FIRST MORTGAGE BUT SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION IN ACCORDANCE WITH THE PROVISIONS OF C.R.S. 38-41-201, *et seq.* In any such proceedings, the nonpaying Owner shall be required to pay the costs, expenses and reasonable attorneys' fees and court costs incurred in connection with the Notice of Lien and for otherwise enforcing the claim, and in the event of foreclosure proceedings the additional costs, all expenses and reasonable attorneys' fees and court costs incurred thereby. In the event that the nonpaying Owner satisfies the indebtedness prior to the foreclosure of the lien, the lienholder shall record an appropriate instrument releasing and discharging the lien.

Section 9.2. *Default Inquiry*

Each Owner shall provide, within fifteen (15) days of a written request by another Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the requesting Owner, and any other information deemed proper by the responding Owner. In the event that the Owner requested to provide the statement fails to do so within said fifteen (15) day period, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Declaration..

Section 9.3. *Severability.*

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

Section 9.4. *Duration, Revocation, and Amendment.*

9.4.1. All of the provisions contained in this Declaration shall continue and remain in full force and effect for a period of ninety-nine (99) years from the date of recordation of this Declaration in the Records or until terminated as provided for herein or pursuant to law. This Declaration may be amended or terminated upon the written consent of all Owners and beneficiaries of first priority Security Interest Holders. If this Declaration requires the approval of a Security Interest Holder, then the Owner whose Parcel is encumbered by such Security Interest shall send a dated, written notice and a copy of any proposed amendment/resolution by certified mail with return receipt requested to such Security Interest Holder. Such Owner shall also cause the dated notice, together with information on how to obtain a copy of the proposed amendment/resolution, to be printed in full at least twice, on separate occasions at least one (1) week apart, in a newspaper of general circulation in Arapahoe County, Colorado. Implied approval by a mortgagee shall be assumed when the mortgagee fails to submit a response to any written proposal for an amendment/resolution within sixty (60) days after the date of the notice provided above.

9.4.2. Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended, in whole or in part, by the Declarant, in order to comply with the requirements, standards, or guidelines of any of the agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically when Declarant no longer owns any Parcel.

9.4.3. Notwithstanding anything to the contrary contained in this Declaration, this Declaration, may be amended in whole or in part, by the Declarant in order to correct clerical, typographical, or technical errors.

9.4.4. Amendments to this Declaration which may be made by the Declarant pursuant to this Declaration may be signed by the Declarant, and shall require no other signatory, nor the consent or approval of any other Owner, any Security Interest Holder, or any other Person.

Section 9.5. *Mailing Address.*

Unless each Owner is notified (in accordance with this section) of a different address for notices, any statement, demand or other notice may be delivered or sent, to any Owner at the address of such Owner's Parcel. If more than one Person owns a Parcel, any notice or other written communication may be addressed to all of the Parcel's Owners and may be mailed in one envelope in accordance with this section. Any notice or other written communication given hereunder shall be effective three (3) days after deposit in the U.S. Mail.

Section 9.6. *No Representations, Guaranties or Warranties.*

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or by its officers, directors, members, partners,

agents or employees, in connection with any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 9.7 (Waiver) shall apply to this Section.

Section 9.7. *Waiver.*

Each Owner hereby releases, waives, and discharges the Declarant and its officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration.

Section 9.8. *Headings.*

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

Section 9.9. *Gender.*

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

Section 9.10. *Action.*

Any action that has been, or may be, taken by the Declarant or any Owner may be taken "**at any time, from time to time**". Each provision that authorizes, directs or permits action, shall be deemed to include such language.

Section 9.11. *Governing Law.*

The interpretation, enforcement or any other matters related to any of the Governing Documents shall be determined in accordance with the laws of the State of Colorado without regard to conflicts of law principles that would result in the application of any law other than Colorado law.

Section 9.12. *Master Declaration.*

In addition to the provisions of this Declaration, the Parcels are subject to the terms, provisions, restrictions and obligations set forth in the Master Declaration.

Section 9.13. *Time.*

Time is of the essence in the performance of the restrictions, conditions, covenants and reservations of this Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 8th day of June, 2018.

DECLARANT:

Iron Works Village, LLC,
a Colorado limited liability company

By: BLVD Investments, LLC
a Colorado limited liability company
Its Managing Member

By: [Signature]
Aaron C. Foy,
Managing Member, BLVD Investments, LLC

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 8th day of JUNE, 2018, by Aaron Foy as the Managing Member of BLVD Investments, LLC, a Colorado limited liability company and the Managing Member of Iron Works Village LLC, a Colorado limited liability company.

Witness my hand and official seal.

(S E A L)

Notary Public [Signature]

My Commission Expires: JAN 30, 2021



Capital Constructors, LLC
an Alaska limited liability company

By: [Signature]
Name: TIMOTHY VETTS
Title: President

STATE OF ALASKA)
) ss.
COUNTY OF Anchorage)

The foregoing instrument was acknowledged before me this 12 day of June,
2018 by Timothy Vetts as President of Capital
Constructors, LLC, a Alaska limited liability company.

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

Notary Public [Signature]
My Commission Expires: 05/24-2022

EXHIBIT A

Parcel 1

Lot 26, Block 3, General Iron Works Subdivision Filing No. 3

Parcel 2

Lot 25, Block 3, General Iron Works Subdivision Filing No. 3

Both as described and depicted on that certain minor subdivision plat of General Iron Works Subdivision Filing No. 3 Recorded in the records of the Arapahoe County Clerk and Recorder on June, 21, 2017 at Reception #D7069212.

IRON WORKS VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

Declaration of Covenants, Conditions & Restrictions

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF IRON WORKS VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF IRON WORKS VILLAGE ("**Declaration**") is made and entered into by Iron Works Village, LLC, a Colorado limited liability company ("**Declarant**," as hereinafter more fully defined).

RECITALS

A. Declarant is the owner of certain real property situated in the City of Englewood, ("**City**") County of Arapahoe, State of Colorado, which is described on Exhibit A, attached hereto and incorporated herein by this reference ("**Community**" or "**Property**") as hereinafter more fully defined).

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

C. Pursuant to C.R.S. § 32-1-1004 and other provisions of Title 32 of C.R.S., the Declarant, in imposing this Declaration on the Community, intends to empower the District (as defined in Section 1.8 below) with the authority to provide governmental services, including but not limited to the provision of covenant enforcement and architectural review services, to the Community and to use revenues that are derived from the Community for such purposes.

AFFIRMATION

NOW, THEREFORE, the Declarant hereby declares that all of the property described on the attached Exhibit A, as supplemented and amended (including by all annexations to this Declaration), shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

ARTICLE 1. DEFINITIONS

Section 1.1. Architectural Review Committee or ARC.

"**Architectural Review Committee**" or "**ARC**" means the committee appointed by the Board, as provided in Section 4.1 of this Declaration. The ARC shall review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

Section 1.2. Board of Directors or Board.

"**Board of Directors**" or "**Board**" means the governing board of the District.

Section 1.3. Builder.

"**Builder**" means and includes any Person who: (i) acquired or acquires one or more Lots or Multifamily Parcels for the purpose of constructing at least one residence on each such Lot or

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF IRON WORKS VILLAGE**

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C. Pursuant to C.R.S. § 32-1-1004 and other provisions of Title 32 of C.R.S., the Declarant, in imposing this Declaration on the Community, intends to empower the District (as defined in **Section 1.8** below) with the authority to provide governmental services, including but not limited to the provision of covenant enforcement and architectural review services, to the Community and to use revenues that are derived from the Community for such purposes.

AFFIRMATION

NOW, THEREFORE, the Declarant hereby declares that all of the property described on the attached Exhibit A, as supplemented and amended (including by all annexations to this Declaration), shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

ARTICLE 1. DEFINITIONS

Section 1.1. Architectural Review Committee or ARC.

"**Architectural Review Committee**" or "**ARC**" means the committee appointed by the Board, as provided in Section 4.1 of this Declaration. The ARC shall review and approve or disapprove plans for Improvements, as more fully provided in this Declaration.

Section 1.2. Board of Directors or Board.

"**Board of Directors**" or "**Board**" means the governing board of the District.

Section 1.3. Builder.

"**Builder**" means and includes any Person who: (i) acquired or acquires one or more Lots or Multifamily Parcels for the purpose of constructing at least one residence on each such Lot or

Multifamily Parcel and selling and/or renting such Unit to the public, and/or (ii) acquires one or more Units for sale to any Person fitting the description in Section 1.3(i); and is designated as a **"Builder"** under this Declaration in a written designation that is signed by the Declarant and Recorded. (Declarant or a Builder may, subject to the terms of this Declaration, create one or more common interest communities within the Community.)

Section 1.4. Community or Property.

"Community" or **"Property"** means real estate and Improvements described on the attached Exhibit A, as supplemented and amended, and subject to the provisions of this Declaration. The name of the Community is Iron Works Village.

Section 1.5. Declarant.

"Declarant" means Iron Works Village, LLC, a Colorado limited liability company, as well as any other Person(s) to whom Declarant (or any subsequent Declarant), by Recorded document, expressly assigns one or more rights of a Declarant under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds). Use of the word **"Declarant"** in the Governing Documents denotes the aforesaid entity or their designated assignee(s), as provided in the preceding sentence.

Section 1.6. Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions of Iron Works Village, as supplemented and amended, and also including maps and plats of the Community.

Section 1.7. Development Rights.

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

- 1.7.1. add real estate to this Community and make such real estate subject to the Governing Documents;
- 1.7.2. create Units;
- 1.7.3. subdivide or replat Units; and
- 1.7.4. withdraw real estate from this Community;

The Declarant may exercise its Development Rights in all or any portion of the Community or real estate proposed to be added to the Community, subject to and in accordance with the terms and conditions of this Declaration, and no assurances are made as to the boundaries or order of exercise of any Development Rights. The Declarant's rights to exercise Development Rights shall terminate automatically as provided in Section 1.18 of this Declaration (Special Declarant Rights).

Section 1.8. District.

“District” means the Iron Works Village Metropolitan District, created pursuant to §32-1-101, *et. seq.*, C.R.S., and/or any other metropolitan district to which the then-District may transfer or assign any or all of the rights and duties of the District under this Declaration. Each assignment or transfer, if any, shall be effective upon recording in Arapahoe County, Colorado, of a document of transfer or assignment, duly executed by the then-District.

Section 1.9. Governing Documents.

“Governing Documents” means this Declaration and any Rules and Regulations (as hereinafter defined), Guidelines (as hereinafter defined), and any policies and procedures and other documents now or hereafter adopted by the District, as amended or supplemented from time to time relating to design review and/or covenant enforcement.

Section 1.10. Improvements.

“Improvements” means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, all landscaping features and hardscaping features, including but not limited to homes, condominiums, buildings, outbuildings, car ports, solar equipment, swimming pools, hot tubs, satellite dishes, antennae, tennis courts, tree houses, gazebos, garages, sheds, signs, patios, patio covers, awnings, solar collectors, yard art (including but not limited to statues, fountains, bird baths, and decorative pieces), paintings or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swing sets and other play structures, screening walls, retaining walls, walkways, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, excavation and site work, removal of trees or plantings, exterior light fixtures, poles, signs, exterior tanks, exterior air conditioning, cooling, heating and water softening equipment, if any. The term “Improvements” includes both original Improvements and all later changes, modifications, and replacements of Improvements. In addition to all requirements and restrictions set forth herein, all Improvements must comply with all applicable laws, rules, ordinances, zoning restrictions, use restrictions and other requirements of any governmental authority having jurisdiction over the Community.

Section 1.11. Lot.

“Lot” means each lot that is platted within the property described on the attached **Exhibit A**, which is subject to this Declaration, or a lot platted and subsequently annexed into the Community and subjected to this Declaration pursuant to Article 9 with the exception of any property publicly dedicated on a recorded plat.

Section 1.12. Multifamily Parcel.

“Multifamily Parcel” means any property zoned and used or intended to be used for residential condominiums, duplexes, townhomes, apartments or any other multifamily or attached residential uses, if any.

Section 1.13. Owner.

"Owner" means each fee simple title holder of a Unit, including Declarant, each Builder, and each other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. If there is more than one fee simple holder of title, "Owner" includes each such Person, jointly and severally.

Section 1.14. Person.

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

Section 1.15. Records.

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

Section 1.16. Security Interest.

"Security Interest" means an interest in one or more Units, real estate or personal property, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.17. Security Interest Holder.

"Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest or any successor to the interest of any such Person under such Security Interest.

Section 1.18. Special Declarant Rights.

"Special Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Declarant and which rights may be further described in this Declaration: to build and complete Improvements; to exercise any Development Right; to maintain sales offices, construction offices, management offices, model homes and signs advertising the Community and/or Units; to use easements through the Community for the purpose of making Improvements within the Community or within real estate which may be added to the Community. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the Property now or hereafter within the Community. The Declarant may exercise any or all of these Special Declarant Rights at any times. Such rights shall terminate automatically either twenty-five (25) years after the date of Recording of this Declaration or five (5) years after such time as any Declarant or any Builder no longer owns any portion of the property described on the attached **Exhibit A** or **B**, whichever occurs first.

Section 1.19. Unit.

“Unit” means Lots, Multifamily Parcels and any portion of any Multifamily Parcel that is subdivided and intended for sale to an Owner.

ARTICLE 2. DISTRICT

Section 2.1. Authority of the District to Appoint ARC.

The District (through the Board) shall appoint all members of the ARC and may remove all or any of the members of the ARC which have been appointed by the District as provided in Section 4.1.1. The District shall use reasonable efforts to appoint the ARC in accordance with this Declaration.

Section 2.2. Cooperation and/or Delegation.

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

Section 2.3. Rules and Regulations and Policies and Procedures.

From time to time and at any time rules and regulations (“**Rules and Regulations**”) and policies and procedures concerning and governing the Community may be adopted, amended, repealed and enforced by the District (through the Board of Directors), and the District (through the Board of Directors) shall establish penalties for the infraction thereof, including the levying and collecting of fines for the violation of any of such Rules and Regulations or policies and procedures. The District shall use commercially reasonable efforts to cause the Rules and Regulations to be issued in accordance with this Declaration. The Rules and Regulations and policies and procedures may include: procedural requirements; interpretations and applications of this Declaration and law, including blanket requirements, blanket interpretations, and blanket applications; and covenants, conditions, restrictions, requirements, and/or other provisions, pertaining to any matters, including vehicles and animals. Such rules and regulations and policies and procedures may be different for different types of Units, construction or homes. No Rules and Regulations or policies and procedures that are adopted shall be contrary to this Declaration.

Section 2.4. Authenticated Electronic Representation.

Notwithstanding anything to the contrary contained in the Governing Documents, to the extent not prohibited by applicable law, the District may use technology or electronic representation in completing its duties and responsibilities. In this regard, any reference in any of such documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent not prohibited by applicable law, the provisions of all of such documents shall be deemed to include provisions which permit such authenticated electronic activity (including without limitation telephone and email).

ARTICLE 3. FINES

Section 3.1. Personal Obligation for Fines.

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

Section 3.2. Purpose of Fines and Penalties.

The fines and penalties levied by the District are used to protect and maintain the recreation, health, safety and welfare of the residents of the Community through enforcement of the Declaration, Rules and Regulations and Guidelines.

Section 3.3. Liens.

3.3.1. The District has the right and authority to levy and collect fines, to impose liens (as provided in C.R.S. Section 32-1-1001(1)(j)(I), as amended), to negotiate, settle and/or take any other actions with respect to any violation(s) or alleged violations(a) of the Governing Documents. The District may collect, and shall have a statutory perpetual lien pursuant to § 32-1-1001(1)(j)(I), C.R.S. against any Unit to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the District to remove, correct or otherwise remedy the violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys' fees, (3) payment of any fines levied by the District against such Unit, plus the following amounts, to the extent not inconsistent with applicable laws, (4) interest on such amount at a rate equal to eighteen percent (18%), and (5) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees. No further Recordation of any claim of lien is required. However, the Board of Directors may prepare and record (or cause to be prepared and recorded) in the county in which the applicable Unit is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Unit, and a description of the Unit. If a lien is filed, the reasonable costs and expenses thereof shall be added to the due amount for the Unit against which it is filed and collected as part and parcel thereof. The District's lien may be foreclosed as provided by law. The lien of the District for any fees, fines rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District imposed pursuant to Section 32-1-1001, C.R.S. is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

Section 3.4. Certificate of Status of Fines and Penalties.

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

Section 3.5. Other Charges.

To the extent permitted by law, the District may levy and assess charges, costs and fees, for matters such as, but not limited to, the following, in such amounts(s) as the Board of Directors may determine, including: reimbursement of charges that are made to the District by its managing agent or other Person; copying of District or other documents; returned checks; telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; notices and demand letters; and other charges incurred by the District. To the extent permitted by law the District may own, operate, lease or contract for the operation of amenities, if any, within the Community. In the event such amenities, if any, are owned, operated (contracted for operation) or leased by the District, the District may, in accordance with applicable law, charge fees for access and use of such amenities (which fees may vary for Owners within the Community and the general public).

ARTICLE 4. ARCHITECTURAL REVIEW

Section 4.1. Composition of ARC; Authority of Representative.

4.1.1. The Architectural Review Committee shall consist of three (3) or more natural persons. The Board of Directors of the District has the authority to appoint the ARC. The power to "**appoint**" the Architectural Review Committee shall include the power to: constitute the membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member(s) of the Architectural Review Committee, with or without cause, and appoint the successor(s) thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set by the Board.

4.1.2. The ARC, with the approval of the Board of Directors of the District, shall have the right and authority to: (a) delegate, in writing, some or all of the architectural authority to one or more other Persons, who shall be the ARC's representative to act on its behalf. If the ARC delegates any authority, then the actions of such representative shall be the actions of the ARC, subject to the right of appeal as provided below. However, if such a representative is appointed, the ARC shall have the power to withdraw from such representative any of such representative's authority, and shall also have the power to remove or replace such representative.

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

4.2.1. Except as provided in Sections 4.10 and 4.13 of this Declaration, no Improvements shall be constructed, erected, placed, planted, applied or installed upon any Unit, unless complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, retaining walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Architectural Review Committee), shall have been first submitted to and approved in writing by the Architectural Review Committee. Each Owner acknowledges that there may be certain landscaping design requirements imposed by the Board (or other governmental authority) that each Owner may be required to observe at such Owner's sole cost.

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

4.2.3. The Guidelines may provide for the payment of a fee to accompany each request for approval of any proposed Improvement submitted to the ARC. Any such fee shall be uniform for similar types of proposed Improvements or shall be determined in any other reasonable manner. Additionally in its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant(s) reimburse the ARC for the actual expenses incurred, or reasonably anticipated to be incurred, by the ARC, in the review and/or approval process.

4.2.4. In addition to the required approvals by the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by the applicable governmental authority, if required, shall be a precondition to commencement of construction of, alteration of, addition to or change in, any Improvement. The ARC shall not review or approve any proposed Improvements for compliance with governmental requirements. The ARC makes no representations or warranties with respect to plans reviewed and shall have no liability with respect to review and approval of any plan or specifications.

4.2.5. In addition to the authority that is given to the ARC in this Declaration, as well as such authority as may be implied from any provision(s) of this Declaration, the ARC shall have all authority and to receive and review complaints from one or more Owners, any Declarant, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring.

Section 4.3. Procedures.

The Architectural Review Committee shall decide each request for approval within forty-five (45) days after the complete submission of the application or request and all plans, specifications and other materials and information which the ARC may require in conjunction with such application or request. If the Architectural Review Committee fails to decide any application or request within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, then such application or request for approval shall be deemed to have been denied by the ARC.

Section 4.4. Vote and Appeal.

The affirmative vote of a majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Article (which may be with conditions and/or requirements), unless the ARC has appointed a representative or committee to act for it, in which case the decision of such representative or committee shall control. In the event a representative or committee acting on behalf of the Architectural Review Committee denies a request for approval, then any Owner shall have the right to an appeal of such decision to the full ARC, upon a written request therefor submitted to the ARC within ten (10) days after such decision by the ARC's representative. The decision of the ARC shall be final. No additional or further appeals are permitted, nor will any be recognized.

Section 4.5. Prosecution of Work After Approval.

After approval of any proposed Improvement by the ARC, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application, or failure to complete the Improvement in complete conformance with terms and conditions of the approval, shall constitute noncompliance with the requirements for approval issued by the ARC and a violation of this Article; provided, however, that the ARC may grant extension(s) of time for completion of any Improvement(s). Upon the completion of an Improvement, the applicant for approval of the same shall give a written "**Notice of Completion**" to the ARC. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article.

Section 4.6. Inspection of Work.

The District, the Board of Directors and the ARC, or their duly authorized representatives or committees, shall have the right to inspect any Improvement at any time, including prior to, during, or after completion during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive inspection. Such inspections may be made in order to determine whether or not the proposed Improvement is being completed, or has been completed, in compliance with the approval granted pursuant to this Article.

Section 4.7. Notice of Non-Compliance.

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining the required approval (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed within one (1) year after the date of approval, subject to any extensions of time granted pursuant to Section 4.5 hereof, then the District shall notify the applicant in writing of the non-compliance. Such notice of non-compliance shall be given not later than sixty (60) days after the ARC receives a Notice of Completion from the applicant. The notice of non-compliance shall specify the particulars of the non-compliance.

Section 4.8. Correction of Non-Compliance.

If the ARC determines that a non-compliance exists, the Owner responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days from the date of receipt of the notice of non-compliance. If such Owner does not comply with the ruling within such period, the District may, at its option, record a notice of non-compliance against the Unit on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Owner responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto. Such fees, costs and expenses shall be the personal obligation of the Owner and shall be part of the District's lien as described in Section 3.3 and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Colorado law.

Section 4.9. Standards/Guidelines.

Except as provided in the last sentence of this Section, the Board of Directors of the District has the authority to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards, guidelines, rules and regulations (collectively, "**Guidelines**") to interpret and implement the design review provisions of this Declaration. Such provisions of the Guidelines may include: clarifying the types of designs and materials that may be considered in design approval; requirements for submissions in order to obtain review by the ARC, procedural requirements, and acceptable Improvement(s) that may be installed without the prior approval of the ARC; architectural standards, design guidelines, requirements, and/or other provisions pertaining to architectural design and approvals; provisions that are different for different types, sizes or prices of Units, construction of residences (including without limitation garages, sprinkler systems, porches and overhangs); and permitting the District, with respect to any violations or alleged violations of any of the Governing Documents, to send demand letters and notices, levy and collect fines and interest, and negotiate, settle and take any other action, including without limitation legal action. In addition, such provisions may provide for blanket approvals, interpretations or restrictions on Improvements. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval. All Improvements proposed to be constructed, and any Guidelines that are adopted, shall be done and used in accordance with this Declaration.

Section 4.10. Variance.

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

Section 4.11. Waivers; No Precedent.

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

Section 4.12. Liability.

Neither the ARC, nor any members, employees, agents or representative or committee thereof, nor any Declarant, Builder or District, nor any owners, officers, employees or agents thereof (the "**Released Parties**"), shall be liable in equity or damages to any Person submitting requests for approval or to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove. In reviewing any matter, Released Parties shall not be responsible for the safety, whether structural or otherwise, of any item(s) submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, and any approval of an Improvement by the ARC, District, or a Declarant, shall not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the ARC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants' intended use. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval or disapproval granted by, the ARC, District or a Declarant. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The ARC members, acting in that capacity, shall not be liable for any mistake of judgment, negligence

or otherwise, except for their own individual willful misconduct or bad faith. The ARC members, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the ARC.

Section 4.13. Declarant's and District's Exemption; Each Builder's Exemption.

4.13.1. Notwithstanding anything to the contrary in this Declaration, Declarant is exempt from all provisions of this Article and all other provisions of the Governing Documents and any other matters that require ARC review and/or approval, except the requirements to obtain approval of the governmental entities (other than the District or any other governmental entity that enforces any of the Governing Documents) with jurisdiction thereover as provided in Section 4.2.4 of this Declaration.

4.13.2. Provided that each Builder's plans and specifications for construction of Improvements are in material accordance with Governing Documents and have been approved in writing by Declarant, each Builder is exempt from the provisions of this Article and all other provisions of the Governing Documents that require ARC review and/or approval, except for the requirements to obtain approval from the governmental entities (other than the District or any other governmental entity that enforces any of the Governing Documents) with jurisdiction thereover as provided in Section 4.2.4 of this Declaration.

ARTICLE 5. INSURANCE

Section 5.1. Insurance.

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

Section 5.2. Insurance to be Maintained by Owners.

Insurance coverage on each Owner's Unit, and the Improvements thereon, as well as on personal property belonging to an Owner to provide for replacement cost coverage, and public liability insurance coverage on each Unit, is the **sole responsibility of the Owner of such Unit**.

ARTICLE 6. EASEMENTS

Section 6.1. Access Easement.

Each Owner hereby grants to the District, the Board of Directors, the ARC and to their agents, employees and contractors, a right and easement on, over, under, across and through such Owner's Unit for and incidental to inspection and/or enforcement, incidental to any term or provision of any of the Governing Documents. The rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or

occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive entry. The interior of any residence shall not be subject to the easements provided for in this Section.

Section 6.2. Drainage Easement.

Declarant hereby reserves, to itself and to the District, easements for drainage and drainage facilities across the five (5) rear, five (5) front, and five (5) side feet of each Lot; provided, however, that if a residence is located upon any of the areas described in this sentence, then such easement shall be reduced in width to the width of the distance from the nearest lot line of such Lot to the exterior wall of the residence on such Lot that is nearest to such lot line. Except for residences as provided in the preceding sentence, no Improvements shall be placed or permitted to remain on any Lot nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water or other moisture through channels or swales within such rear, front and side yard drainage easements. Declarant reserves to itself and to the District the right to enter in and upon each such rear, front and side yard drainage easements to construct, repair, replace or change drainage pipes, structures or drainage ways, or to perform such grading, drainage or corrective work as a Declarant or the District may deem necessary or desirable; provided, however, that such right and authority in the Declarants shall cease at such time as the Special Declarant Rights automatically terminate as provided in Section 1.18 of this Declaration.

Section 6.3. Easement for Unannexed Property.

Declarant and the District hereby reserves, for the use and benefit of any property owned by Declarant and located proximately to the Community which may be annexed pursuant to Article 9 ("Annexable Area"), a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, alleys, sidewalks, access ways and similar areas, now or hereafter constructed, erected, installed or located in or on the Community, for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement, reading, and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the "**Annexable Area Easement**"). By virtue of this Annexable Area Easement, Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the Annexable Area which have not been included in the Community. Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after Recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; and expiration of a Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

ARTICLE 7. RESTRICTIONS

Section 7.1. Restrictions Imposed.

The Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and transferred, subject to the following provisions, conditions,

limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

Section 7.2. All Owners, all permittees, and all other Persons, who reside upon or use any Unit or any other portion of the Community, shall comply with all applicable statutes, ordinances, laws, regulations, rules and requirements of all governmental and quasi-governmental entities, agencies and authorities, including without limitation all zoning, PUD, use restrictions and other requirements set forth in any recorded zoning documents or otherwise promulgated by any governmental authority.

Section 7.3. Residential Use; Certain Permitted Business Activities.

Subject to Section 9.4 of this Declaration (Declarant's and Each Builder's Use), Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied, as determined by the Board:

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

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

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

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

7.3.5. The business conforms to all District Rules and Regulations and policies and procedures.

Section 7.4. Nuisances.

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

Section 7.5. Animals.

Unless approved by the Board, no animals, horses, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, a

reasonable number of bona fide household pets (including dogs, cats or other domestic animals) may be kept on a Unit, 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. The District shall have, and is hereby given, the right and authority to do the following, as well as take such other action(s) with regard to these matters as the Board of Directors may determine: set a maximum number of household pets; regulate the type(s) of pets or animals that are permitted to be kept; determine that any animals or pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance;; or determine that an Owner is otherwise in violation of any provision of the Governing Documents. If the District determines that any of the foregoing have been or are being violated, the District may take any action(s) to correct the same. The right to keep household pets (or other animals as determined by the Board) is coupled with the responsibility to pay for any damage caused by such pets, as well as all costs incurred by the District as a result of such pets or animals.

Section 7.6. Miscellaneous Improvements.

7.6.1. No advertising or signs of any character shall be erected, placed, permitted or maintained other than: a name plate of the occupant and a street number; a **"For Sale," "Open House," "For Rent"** and/or security sign(s) of not more than six (6) square each foot posted only for the purpose of selling, renting or evidencing the existence of a security system on such Unit; and political signs and other signs, in conformance with all other laws and regulations; and such other signs, for such length(s) of time, which have the prior written approval of the ARC or are otherwise expressly permitted by the Rule and Regulation or Guidelines or by law; provided, however, that any and all such advertising or signs shall be subject to any and all specifications and/or Guidelines adopted by the Board of Directors. Notwithstanding the foregoing, any signs, advertising, or billboards, may be used by a Declarant, the District, or a Builder, without regard to any specifications or any Rules and Regulations, and without the prior written approval of the Board, the ARC, or any other Person.

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

7.6.3. Except as may otherwise be permitted in writing by the ARC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence (including garages, porches and overhangs) or otherwise concealed from view; provided, however, that any such devices may be erected or installed by a Declarant, the District, or a Builder during its development, sales or construction; and provided further, however, that the requirements of this subsection are subject to the Telecommunications Act of 1996 and applicable regulations, as amended from time to time.

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

7.6.5. This Section 7.7 shall be construed and applied in accordance with all applicable laws.

Section 7.7. Vehicular Parking, Storage and Repairs; Use of Garages.

7.7.1. No house trailer, camping trailer, boat trailer, hauling trailer, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks that are rated 1 ton or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Unit, unless such parking or storage is entirely within the garage area of such Unit or will be suitably screened from view in accordance with the Rules and Regulations or prior written approval of the Board. However, any such vehicles may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.

7.7.2. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Unit, unless such parking or storage is entirely within the garage area of such Unit. 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 thirty days or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles may be parked for such length(s) of time as determined by the Board and/or as provided in the Rules and Regulations and/or policies and procedures of the District.

7.7.3. In the event the District shall determine that a vehicle is parked or stored in violation hereof, then a written notice describing said vehicle may be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or may be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the District, the District shall have the right to remove the vehicle at the sole expense of the owner thereof. If a vehicle is removed in accordance with this Section, neither the District nor any officer or agent of the District shall be liable to any Person for towing and storage costs or for any claim of damage as a result of the towing activity. The District's right to remove a vehicle is in addition to, and not in limitation of all other rights of the District, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the District may elect to impose fines or use other available sanctions, rather than exercise its authority to remove a vehicle.

7.7.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent the washing and

polishing, on a Unit, of any motor vehicle, boat, trailer, motor cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing subject to any watering restrictions.

Section 7.8. No Activities; No Hazardous Materials or Chemicals.

No activities shall be conducted on any Unit, or within Improvements constructed on any Unit, which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit, and no open fires shall be permitted on any Unit, except in a contained barbecue unit while attended and in use for cooking purposes, or within a fireplace and/or fire pit, or except such campfires or picnic fires on property which may be designated for such use by the District. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Section 7.9. No Annoying Lights, Sounds or Odors.

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. All outdoor lights must be shielded and floodlights are not permitted. Further, no annoying light, sound or odor shall be permitted in any portion of the Community that may be seen, heard or smelled from any other Unit.

Section 7.10. Restrictions on Trash and Materials.

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate, except inside a suitable, tightly-covered container inside the home (including garages and overhangs along the sides or rear of the home), on any Unit, nor shall any such items be deposited on a street or sidewalk, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any other portion of the Community. No trash, garbage or other refuse shall be burned in outside containers, barbecue pits or the like. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or other trash receptacles shall be maintained in an exposed or unsightly manner.

Section 7.11. Sightly Condition of Units.

Each Unit shall at all times be kept, maintained, repaired and replaced in a good, clean and sightly condition by the Owner thereof.

Section 7.12. Leases.

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

under the following conditions:

7.12.1. All leases shall be in writing and for a term of not less than 90 days and no Unit may be rented or leased for short term uses including without limitation short term rentals through VRBO, AirBnB, HomeAway or similar vacation and short term rental services without the approval of the Board; and

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

Section 7.13. Non-Interference with Grade and Drainage.

The grading upon each Unit shall be maintained by the Owner thereof or by any owners association formed for any portion of the Property which is responsible for the maintenance of the grading on such Unit at the slope and pitch fixed by the final grading thereof. No Owner or any such owners association shall interfere in any way with the established drainage pattern over any real property maintained by the same, from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading on the Unit is completed by the Builder of residence or structure on the Unit in accordance with the approved lot grading plan as approved by the City of Englewood. Any Owner who changes the established drainage on his or her Unit may void warranties applicable to affected components of the home and shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes. Each Owner shall hold harmless the District, Declarant, the Board and the ARC for any and all damage to any party caused by any change to the established drainage on the Owner's Unit.

Section 7.14. Restrictions on Mining or Drilling.

No portion of the surface of any property within the Community may be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, earth or water. Nothing herein is intended to prevent slant drilling or other techniques to access such minerals, oil and gas in a manner that does not utilize or damage the surface.

ARTICLE 8. DISPUTE RESOLUTION

Section 8.1. Intent and Applicability of Article and Statutes of Limitation.

8.1.1. Each Person subject to this Declaration agrees to encourage the amicable resolution of disputes under any of the Governing Documents, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to submit all Claims (as defined below) to final, binding arbitration in accordance with the procedures set forth in Section 8.4 hereof, and not to a court of law.

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

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

Section 8.2. Definition of "Claim" Under this Article.

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

Section 8.3. Exclusions from "Claim".

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

8.3.1. Any action by the ARC, the Board of Directors of the District, or the Declarant, to enforce any provision(s) of this Declaration, the Guidelines or the Rules and Regulations, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief), to collect any costs, fees or fines imposed by the District, and/or such other ancillary relief as a court may deem necessary; or

Section 8.4. Final, Binding Arbitration.

8.4.1. If a person having a Claim ("**Claimant**") desires to pursue the Claim, Claimant shall initiate final, binding arbitration of the Claim with Judicial Arbiter Group ("**JAG**") or any other person agreed to the Claimant and the Person against whom the Claimant has asserted a Claim, in accordance with the then-current rules of JAG or other agreed arbitrator. Any judgment upon the award rendered by the arbitrator shall be final and not subject to appeal and may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the parties to the dispute, there shall be one arbitrator who shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

8.4.2. Each party to a dispute shall bear its own costs and expenses, and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party to a dispute unsuccessfully contests the validity or scope of arbitration in a court of law, reasonable attorneys' fees and expenses incurred in defending such

contests, including those incurred in trial and on appeal, shall be awarded to the non-contesting party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

8.4.3. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party to such dispute nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all of the parties to the dispute.

Section 8.5. Liability for Certain Failures of District or District.

No director or officer of the District or ARC shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation, arbitration, or other dispute resolution, if the following criteria are satisfied: (a) the director or officer was acting within the scope of his or her duties; (b) the director or officer was not acting in bad faith; and (c) the act or omission was not willful, wanton or grossly negligent. So long as the Special Declarant Rights remain in effect, this Article 9 shall not be amended, repealed or replaced without the written consent of the Declarant.

ARTICLE 9. GENERAL PROVISIONS

Section 9.1. Enforcement.

9.1.1. This Section 9.1 is subject to Article 9 of this Declaration (Dispute Resolution).

9.1.2. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in any of the Governing Documents, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Remedies shall be cumulative and no remedy shall be exclusive of other remedies that may be available. The District shall use reasonable efforts to enforce the provisions of the governing documents in accordance with the terms of this Declaration. The District, the Declarant and any aggrieved Owner shall have the right, but not the duty, to institute, maintain and prosecute any such proceedings. For each claim, including counterclaims, cross claims and third-party claims, in any proceeding to enforce the provisions or any of the Governing Documents, the prevailing party shall be awarded its reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim; except that, any Person who brings an action against any Declarant, any Builder, the District, or the ARC, regarding enforcement, or non-enforcement, of any provision(s) of the Governing Documents, shall not be awarded their costs or any attorney fees. Failure by Declarant, the District or any Owner to enforce any covenant, restriction or other provision contained in any of the Governing Documents, shall in no event give rise to any liability for damages, nor shall such non-enforcement be deemed

a waiver of the right to thereafter enforce any covenant, restriction or other provision of the Governing Documents, regardless of the number of violations or breaches that may occur.

9.1.3. The District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies and any other remedies set forth herein: (a) the District may record a notice of violation against the Unit on which the violation exists; (b) The District has the right to remove, correct or otherwise remedy any violation in any manner the District deems appropriate; (c) the District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Governing Documents and the District shall recover all costs and attorneys' fees associated with bringing the action; (d) the District may levy and collect fees, charges, penalties and fines for the violation of any provisions of the Governing Documents. Prior to the imposition of any fines, the District shall give the Owner to be subject to the fine notice and the opportunity for a hearing before the Board of Directors of the District. The Rules and Regulations may further define the process by which such fines may be imposed, including but not limited to establishing the schedule of fines to be imposed. Severability.

Section 9.2. Severability.

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

Section 9.3. Annexation; Withdrawal.

9.3.1. The Declarant may annex to the Property additional property, including any property which may previously have been withdrawn from the Property. Each such annexation, if any, shall be accomplished by recording of an annexation document that expressly states that the property described therein shall be subject to this Declaration and all terms and provisions hereof.

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

9.3.3. Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Units, from this Declaration, so long as the Declarant owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be effected by the Declarant recording a withdrawal document in the Records. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from this Declaration so that, from and after the date of recording a withdrawal document, the property so withdrawn shall not be part of the Property or the Community, or in any way subject to the terms hereof.

Section 9.4. Declarant's and Each Builder's Use.

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

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

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

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

Section 9.5. Duration, Revocation, and Amendment.

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

9.5.2. Notwithstanding anything to the contrary, any of the Governing Documents may be amended, in whole or in part, by the Declarant without the consent or approval of any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, including without limitation the department of housing and urban development, the federal housing administration, the veterans administration, the federal home loan mortgage corporation, the government national mortgage association, and the federal national mortgage association. Such right of amendment shall terminate automatically as provided in Section 1.18 of this Declaration.

9.5.3. Notwithstanding anything to the contrary, any of the Governing Documents, or any map or plat, may be amended in whole or in part, by a Declarant without the consent or approval of any other Person in order to correct clerical, typographical, or technical errors. Such right of amendment shall terminate automatically as provided in Section 1.18 of this Declaration.

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

9.5.5. No action to challenge the validity of this Declaration may be brought more than one year after the recording of this Declaration. Further, no action to challenge the validity of any amendment to this Declaration may be brought more than one year after the recording of such amendment.

Section 9.6. Registration of Mailing Address.

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the District, and all statements, demands and other notices intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest shall, subject to Section 2.4 of this Declaration (Authenticated Electronic Representation), be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the District of a registered address, then any statement, demand or other notice may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit.

Section 9.7. Limitation on Liability.

Declarant, any Builder, the District, the ARC, and their respective directors, officers, shareholders, members, partners, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the District does not waive, and no provision of this Declaration shall be deemed a waiver of, the immunities and limitations to which the District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended. The release and waiver set forth in Section 4.11 (Waiver) shall apply to this Section.

Section 9.8. No Representations, Guaranties or Warranties.

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by a Declarant, any Builder, the District, the Board of Directors, the ARC, or their respective owners, officers, directors, members, partners, agents or

employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 4.11 (Waiver) shall apply to this Section.

Section 9.9. Disclaimer Regarding Safety.

DECLARANT, EACH BUILDER, THE DISTRICT, THE BOARD OF DIRECTORS, THE ARC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, EACH BUILDER, THE BOARD OF DIRECTORS, THE ARC, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE GOVERNING DOCUMENTS, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 4.11 (WAIVER) SHALL APPLY TO THIS SECTION.

Section 9.10. Development Within and Surrounding the Community and Adjacent Uses.

Each Owner acknowledges that development within and surrounding the Community may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Community, views of or from the Community or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust, agricultural uses, operation and use of firearms on proximate properties and other inconveniences or disruptions. The Community may provide a variety of housing options for current and future residents, which may include agricultural uses. Each Owner acknowledges that adjacent or proximate properties (within or outside the Community) may be used for agricultural purposes including without limitation the storage and disposal of manure; the application of agricultural chemical fertilizers, soil amendments, herbicides and pesticides; cultivation, plowing, spraying, pruning, harvesting, crop protection, shipping and processing, animal husbandry; and the operation of machinery of any kind during any 24 hour period, (including aircraft) which may generate dust, smoke, light, noise, odor and traffic. The inconvenience and discomforts associated with such agricultural operations shall not be considered a nuisance if such operations are consistent with the accepted customs and standards as established and followed by similar agricultural operations in the same locality. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Declarant, any Builder, the District, the Board of Directors, the ARC, and their respective owners, officers, directors, members, partners, agents and

employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 4.11 (Waiver) shall apply to this Section.

Section 9.11. Waiver.

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges Declarant, each Builder, the District, the Board of Directors, the ARC, and their respective owners, officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration, including without limitation those contained in Sections 9.7, 9.8, 9.9 and 9.10.

Section 9.12. Headings.

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

Section 9.13. Gender.

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

Section 9.14. Use of "Include," "Includes" and "Including".

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

Section 9.15. Action.

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

Section 9.16. Sole Discretion.

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

Section 9.17. Run with Land; Binding Upon Successors.

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

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 7th day of June, 20 18.

DECLARANT:

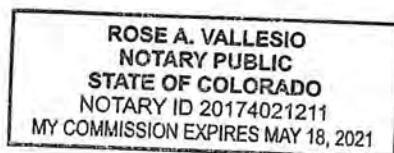
Iron Works Village, LLC, a Colorado limited liability company

By: [Signature]
Name: Aaron C. Roy, Manager
Title: BLVD Investments, LLC
as Manager Iron Works
Village, LLC

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

The foregoing instrument was acknowledged before me this 7th day of June, 20 18 by Aaron Roy as ~~the~~ managing member of BLVD Investments, LLC, a Colorado limited liability company and the managing member of Iron Works Village, LLC, a Colorado limited liability company.
(SEAL)

Witness my hand and official seal.



Notary Public [Signature]

My Commission Expires: May 18, 2021

THE DISTRICT:

Iron Works Village Metropolitan District
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: [Signature]
Name: Aaron E. Foy
Title: President

Attest: [Signature]
Secretary

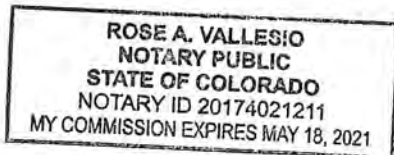
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

The foregoing instrument was acknowledged before me this 7th day of June, 2018
by Aaron Foy as President of Iron Works Village
Metropolitan District, a quasi-municipal corporation and political subdivision of the State of
Colorado.

Witness my hand and official seal.

(S E A L)

Notary Public [Signature]
My Commission Expires: May 18, 2021



Consent to Declaration

This CONSENT TO DECLARATION ("**Consent**") is granted by CAPITAL CONSTRUCTORS, LLC, an Alaska limited liability company ("**Capital**").

RECITALS

A. As of the date hereof Capital is the owner of Lots 24 and 25, Block 3, General Ironworks Subdivision Filing No. 3, County of Arapahoe, State of Colorado ("**Capital Property**").

B. Capital desires to consent to the recordation of the Declaration of Covenants, Conditions and Restrictions of Iron Works Village to which this Consent is attached ("**Declaration**").

NOW, THEREFORE, Capital acknowledges and agrees as follows:

1. As of the date hereof, Capital is the owner of the Capital Property and Capital hereby approves and confirms Declarant as the sole Declarant for the Community (as defined and described in the Declaration) and consents to the recordation of the Declaration, which shall subject the Capital Property to the terms and conditions of the Declaration for all purposes.

2. The foregoing recitals are incorporated herein.

Capital Constructors, LLC
An Alaska limited liability company

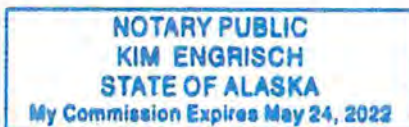
By: [Signature]
Name: TIMOTHY VOLKIS
Title: President

STATE OF ALASKA)

COUNTY OF Anchorage) ss.
)

The foregoing instrument was acknowledged before me this 12 day of June, 2018 by Timothy Volkis as President of Capital Constructors, LLC, an Alaska limited liability company.

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



Notary Public [Signature]
My Commission Expires: 05-24-2022
{00724623.DOCX; 6}

**EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF IRON WORKS VILLAGE**

**LOTS 1 THROUGH 44, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 35, INCLUSIVE, BLOCK 3;
GENERAL IRON WORKS SUBDIVISION FILING NO. 3,
COUNTY OF ARAPAHOE, STATE OF COLORADO.**

IRON WORKS VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 Fax: 303-987-2032

**RULES,
REGULATIONS AND
GUIDELINES
OF
IRON WORKS
VILLAGE**

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NOTE: Any sections noted with an asterisk (*) are taken from the Declaration of Covenants, Conditions and Restrictions of Ironworks Village and cannot be changed with amending the Declarations.

1. INTRODUCTION

1.1 Basis for Rules and Regulations

These Rules and Regulations (the “Rules”) are intended to assist Owners living in the Ironworks Village community (the “Community”). Pursuant to the Declaration of Covenants, Conditions and Restrictions of Ironworks Village (“Declaration”), recorded at Reception No. D8057639 the Ironworks Village Metropolitan District (“District”) is authorized to adopt rules and regulations for the Community.

1.2 Definitions

All capitalized words and phrases used in these Rules shall have the meaning provided in the Declaration unless otherwise defined herein.

1.3 Contents of Rules

In addition to the introductory material, these Rules contain (A) a summary of procedures for obtaining approval from the ARC (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of persons, representatives or a committee appointed to review requests for approval of architectural or site changes.

1.5 ARC Contact Information

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	FAX	E-MAIL
<u>Peggy Ripko</u> <u>Special District</u> <u>Management Services</u>	<u>(303) 987-0835</u>	<u>(303) 987-2032</u>	<u>pripko@sdmsi.com</u>

1.6 Effect of Declaration

The Declaration governs the Community. Each Owner should review and become familiar with the Declaration. Nothing in these Rules supersedes or alters the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration will control.

1.7 Effect of Governmental and Other Regulations

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact the City of Englewood (“City”) and Arapahoe County (“County”) for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

1.8 Interference with Utilities

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

Utility Notification Center of Colorado

1-800-922-1987

1.9 Goal of Rules

Compliance with these Rules and the provisions of the Declaration will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Rules and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Rules and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Rules, the ARC’s interpretation shall be final and binding.

2. PROCEDURES FOR ARC APPROVAL

2.1 General

The procedures set forth in this Section 2 are intended to clarify the terms, provisions and requirements of Section 4 of the Declaration. In the event of any conflict between these rules and the Declaration, the terms of Section 4 in the Declaration shall control. As

indicated in Section 3 of these Rules, there are some cases in which advance written approval of the ARC is not required if the Rules with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form (“ARR”), which forms are available from the person or entity listed in Section 1.5, the current version of which is attached as Appendix A, and complete plans and specifications, (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required) prior to commencement of work on any Improvement to property. In most cases, the materials to be submitted will *not* have to be professionally prepared by an architect or draftsman, and a simple drawing with dimensions and description will be sufficient. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

- A.** The drawing or plan should be done to scale and shall depict the property lines of your Lot and the outside boundary lines of the home as located on the Lot. If you have a copy of an improvement survey of your Lot obtained when you purchased it, this survey would be an excellent base from which to start.
- B.** Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences, etc. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Replacement of front steps.
- C.** The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot, and the e-mail address and telephone number where the Owner can be reached.
- D.** Additions to and expansions of homes are not permitted. Improvements that may be approved generally are limited to new roofing, exterior painting, and replacement of windows and doors.
- E.** The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.

- F. Owners should be aware that many Improvements require a permit from the County, the City or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.
- G. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- H. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

2.3 Submission of Drawings and Plans

One copy of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

2.4 Action by ARC

The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed denied by the ARC.

2.5 Revisions and Additions to Approved Plans

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

2.6 Completion of Work

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Upon the completion of an Improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the ARC. Until

the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article. Failure to complete the proposed Improvement within one year from the date of the approval or such other date as may be set forth in the approval or as set forth in the Declaration (the "Completion Deadline"), shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

2.7 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Section.

2.8 Notice of Non-Compliance

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed by one-year from the date of approval, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the ARC shall notify the District, and the District shall then notify the applicant in writing of the non-compliance (the "Notice of Non-Compliance"). The Notice of Non-Compliance shall specify the particulars of the non-compliance, shall state that the applicant is required to remedy or remove the non-compliance within not more than forty-five (45) days, and that if the non-compliance is not remedied or removed, that the District may impose fines upon the applicant as provided in Section 2.9. Proof of delivery of the Notice of Non-Compliance shall be placed in the records of the Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who gave such notice. The notice requirement shall be deemed satisfied if the applicant files a response. The applicant shall respond to the Notice of Non-Compliance within ten (10) days after it receives the notice, regardless of whether the applicant is challenging the finding of non-compliance. The applicant may request a hearing before the Board by including the request for a hearing in or with such Owner's response to the Notice of Non-Compliance. If a hearing is timely requested, the hearing shall be held before the Board. At the hearing, the applicant shall be afforded a reasonable opportunity to be heard. The Board may adopt rules for the conduct of such hearings that may include, without limitation, rules that govern the presentation of evidence and witnesses and the ability of an applicant to question adverse witnesses. The minutes of the hearing, shall contain a written statement of the results of the hearing.

2.9 Correction of Non-Compliance

If the ARC determines that a non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option and if allowed by applicable law, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose fines in the amount of \$15.00 for each day for the first thirty (30) days such non-compliance exists and thereafter fines in the amount of \$30.00 for each day such non-compliance exists, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance in accordance with the Declaration and applicable law. The Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.10 Amendment

These Rules may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the District, by majority vote or written approval of the members of the Board, with the approval of the Person authorized to appoint the Board, as changing conditions and/or priorities dictate.

2.11 Questions

If you have any questions about the foregoing procedures, feel free to call the District at the phone number and address listed in the Section 1.5 of these Rules.

3. SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS

3.1 General

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

3.1.1 Variances

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Rules is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

3.1.2 No Unsightliness

Any unsightly conditions, including but not limited to, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, must be stored out view.

3.1.3 Waivers; No Precedent

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

3.1.4 Liability

The District, the Board and the ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

3.2 Accessory Buildings

Accessory buildings are not permitted. That includes, without limitation, storage sheds, gazebos, playhouses and play structures.

3.3 Additions and Expansions

Addition to or expansion of any home is not permitted.

3.4 Address Numbers

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the home.

3.5 Air Conditioning Equipment

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced. Replacement with different equipment requires approval.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

3.6 Animals*

Unless approved by the Board, no animals, horses, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, a reasonable number of bona fide household pets (including dogs, cats or other domestic animals) may be kept on a Unit, 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. The right to keep household pets (or other animals as determined by the Board) is coupled with the responsibility to pick up any waste, pay for any damage caused by such pets, as well as all costs incurred by the District as a result of such pets or animals.

3.7 Antennae/Satellite Dishes

3.7.1 General Provisions

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

- A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Lots to the maximum extent possible, and placement shall be made in the following order of preference:
 - (1) Inside the structure of the house, not visible from the street
 - (2) Rear or side yard, mounted on the house, in the least visible location below roofline
 - (3) Back rooftop

(4) Any other location approved by the ARC.

- B. If more than one (1) location on the Lot allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.
- C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.
- D. Permitted Antennas may not be installed on balconies.

3.7.2 Installation of Antennae/Satellite Dishes

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- E. All other antennas, not addressed above, are prohibited.

3.8 Awnings

Awnings, including, without limitation, cloth or canvas overhangs, and sunshades are not permitted.

3.9 Balconies and Decks

Balconies and Decks are not permitted, except for reconstruction of a balcony or deck constructed by a builder as part of the original construction of the home. Reconstruction requires approval of the ARC.

3.10 Barbecue/Gas Grills

Approval is not required. Only gas-fired barbeque grills are permitted; charcoal grills are not permitted. All barbecue grills, smokers, etc. must be stored in the Owner's garage or on a balcony or in a side yard.

3.11 Basketball Backboards

Not permitted, whether portable or affixed.

3.12 Birdbaths

Approval is not required, subject to the following limitations. Placement in front or side yard is not allowed. Birdbaths are only permitted in the side yard.

See Section 3.57, Statues or Fountains.

3.13 Birdhouses and Bird Feeders

Approval is not required, subject to the following limitations. If installed in the side yard and the size is limited to one foot by two feet, no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Lot. Birdhouses or bird feeders may be mounted on a pole, provided the pole shall not exceed five (5) feet in height.

3.14 Clothes Lines and Hangers

Exterior clotheslines and hangers are not permitted.

3.15 Decks

See Section 3.9, Balconies and Decks.

3.16 Dog Houses

Approval is required. Dog houses are restricted to six (6) square feet and must be located in a fenced side yard. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Lot.

3.17 Doors

Approval is not required for an already existing main entrance door to a home if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

A. Storm Doors. Approval is required.

- B.** Security Doors and Windows. All security or security-type doors and windows must be approved prior to installation.

3.18 Drainage

The Declaration requires that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern which exists at the time final grading of a Lot by the Declarant or a Builder is completed. It is very important to ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. Therefore, changes to landscaping are not permitted. The ARC may require a report from a drainage engineer as part of improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the Owner's property, to allow for absorption. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be tolerated. Potted plants are permitted in containers not exceeding 18 inches in diameter.

3.19 Evaporative Coolers

Approval is required. No rooftop or window mount installations are allowed.

See Section 3.5, Air Conditioning Equipment.

3.20 Exterior Lighting

See Section 3.31, Lights and Lighting.

3.21 Fences

Fences will be constructed by the Developer or Builder. Perimeter fences and fences between Lots may not be removed, replaced, painted a different color or altered by any Owner. Adding a gate to a fence requires the approval of the ARC.

3.22 Fire Pits

Fire pits are not permitted.

3.23 Firewood Storage

All firewood must be stored in the Owner's garage.

3.24 Flags/Flagpoles

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be

placed earlier than forty-five (45) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

- A. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Lots.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or their family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Lot. The flag may not be larger than nine (9) inches by sixteen (16) inches.

3.25 Gardens – Flower or Vegetable

Flower and vegetable gardens are not permitted. Potted plants are allowed in containers.

3.26 Grading and Grade Changes

See Section 3.18, Drainage.

3.27 Hanging of Clothes

See Section 3.14, Clothes Lines and Hangers.

3.28 Kennels

Approval will not be granted. Breeding or maintaining animals for a commercial purpose is prohibited.

3.29 Landscaping

Changes to landscaping are not permitted.

3.30 Leases*

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

- A.** All leases shall be in writing and for a term of not less than 90 days and no Unit may be rented or leased for short term uses including without limitation short term rentals through VRBO, AirBnB, HomeAway or similar vacation and short term rental services without the approval of the Board; and
- B.** All leases shall provide that the term of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

3.31 Lights and Lighting

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add exterior lighting.

Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

- A.** Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B.** Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C.** Ground lighting along walks must be maintained in a working and sightly manner. Low- voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.
- D.** Holiday lighting and decorations do not require approval. It is required that they not be installed more than forty-five (45) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

3.32 Mailboxes

Communal mailboxes are owned and maintained by the District. Changes by Owners are not permitted.

3.33 Maintenance of Units*

Each Unit shall at all times be kept, maintained, repaired and replaced in a good, clean and slightly condition by the Owner thereof.

3.34 Nuisances*

No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Units in the Community or any portion thereof. The term "nuisance" shall include each violation of any of the Governing Documents or law, but shall not include any activities of a Declarant or District which are incidental to the development and construction of, and promotion, marketing, and sales activities in, the Community. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is a nuisance.

- A.** No activities shall be conducted on any Unit, or within Improvements constructed on any Unit, which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit, and no open fires shall be permitted on any Unit, except in a contained barbecue unit while attended and in use for cooking purposes. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.
- B.** No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. All outdoor lights must be shielded and floodlights are not permitted. Further, no annoying light, sound or odor shall be permitted in any portion of the Community that may be seen, heard or smelled from any other Unit.
- C.** No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Unit or from any adjoining property.

3.35 Ornaments/Art - Landscape/Yard

Approval is not required for yard ornaments which are installed in the side yard and which are of a height less than three (3) feet.

Up to three (3) small (less than 12 inches in height) front yard ornaments may be installed in the front yard without approval, as long as the ornament is installed at ground level and the color and design integrate into the landscape.

Approval is required for any other yard ornaments.

See Section 3.57, Statues or Fountains.

3.36 Painting

Approval is required. The ARC generally will approve repainting if it is satisfied that color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

3.37 Patios - Enclosed

See Section 3.3, Additions and Expansions.

3.38 Paving

Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

3.39 Pipes

Approval is required for all exterior pipes, conduits and equipment. Adequate screening or painting may also be required.

3.40 Play Structures and Sports Equipment

Play structures and sports equipment (trampolines, swing sets, fort structures, etc.) are not permitted.

3.41 Playhouses

Playhouse are not permitted.

3.42 Poles

See Section 3.24, Flags/Flagpoles.

3.43 Ponds and Water Features

Ponds and water features are not permitted.

3.44 Radio Antennae

See Section 3.7, Antennae/Satellite Dishes.

3.45 Radon Mitigation Systems

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the exterior of the house. All equipment shall be installed so as to minimize its visibility.

3.46 Residential Use; Certain permitted Business Activities*

Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied, as determined by the Board:

- A.** The business conducted is clearly secondary to the residential use of the dwelling unit and is conducted entirely within the dwelling unit;
- B.** The existing or operation of the business is not detectable from the outside of the dwelling unit by sight, sound, smell or otherwise, or by the existence of signs;
- C.** The business does not result in an undue volume of traffic or parking that affects the Community;
- D.** The business conforms to all zoning provisions and is lawful in nature; and
- E.** The business conforms to all District Rules and Regulations and policies and procedures.

3.47 Roofing Materials

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Lot should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exist on the building.

3.48 Rooftop Equipment

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the roofing material of the house. All rooftop equipment shall be installed so as to minimize its visibility.

See Section 3.56 Solar Energy Devices.

3.49 Satellite Dishes

See Section 3.7, Antennae/Satellite Dishes.

3.50 Screen Doors

Screen doors require approval. See Section 3.17, Doors.

3.51 Seasonal Decorations

Approval is not required if installed on a lot within forty-five (45) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

See Section 3.31, Lights and Lighting.

3.52 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

3.53 Shutters – Exterior

Shutters are not permitted.

3.54 Siding

Approval is required.

3.55 Signs

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than six (6) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than six (6) square feet. Such signs may be installed in the front yard or on the back yard fence of the Lot.

Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Lot without approval, political signs shall not exceed 36" by 48" in size. Only one sign per candidate or ballot issue is permitted.

Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder.

3.56 Solar Energy Devices

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

3.57 Statues or Fountains

Approval is not required if statues or fountains are installed in the side yard and are not greater than four (4) feet in height from the highest point, including any pedestal.

Approval is required if the statue or fountain is proposed for the front porch. Statue or fountain location in the front porch should be located close to the main entrance of the house.

See Section 3.13, Birdbaths and Section 3.35, Ornaments/Art – Landscape/Yard

3.58 Storage Sheds

See Section 3.2, Accessory Buildings.

3.59 Swamp Coolers

See Section 3.5, Air Conditioning Equipment, Section 3.19, Evaporative Coolers, and Section 3.48, Rooftop Equipment.

3.60 Television Antennae

See Section 3.7, Antennae/Satellite Dishes.

3.61 Trash & Trash Cans*

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate, except inside a suitable, tightly-covered container inside the home (including garages and overhangs along the sides or rear of the home), on any Unit, nor shall any such items be deposited on a street or sidewalk, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any other portion of the Community. No trash, garbage or other refuse shall be burned in outside containers, barbeque pits or the like. All equipment for the storage or disposal of

such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or other trash receptacles shall be maintained in an exposed or unsightly manner.

3.62 Tree Houses

Approval will not be granted. Tree houses are not permitted.

3.63 Vanes

See Section 3.67, Weather Vanes and Directionals.

3.64 Vehicular Parking*

- A.** No house trailer, camping trailer, boat trailer, hauling trailer, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks that are rated 1 ton or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Unit, unless such parking or storage is entirely within the garage area of such Unit or will be suitably screened from view in accordance with the Rules and Regulations or prior written approval of the Board. However, any such vehicles may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.
- B.** No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Unit, unless such parking or storage is entirely within the garage area of such Unit. 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 thirty days or longer, or which does not have an operable propulsion system installed therein.
- C.** No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent the washing and polishing, on a Unit, of any motor vehicle, boat, trailer, motor cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing subject to any watering restrictions.

3.65 Vents

See Section 3.48, Rooftop Equipment.

3.66 Walls

See Section 3.21

3.67 Weather Vanes and Directionals

Approval is required.

3.68 Wind Electric Generators

Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. §40-2-124 and any applicable regulations of the Colorado Public Utilities Commission.

3.69 Windows: Replacement

Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.70 Windows: Tinting, Security Bars, etc.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

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Appendix A

APPENDIX A: Architectural Review Request Form

ARCHITECTURAL REVIEW REQUEST FORM

FOR OFFICE USE ONLY

Date Received _____

Crucial Date _____

Ironworks Village Metropolitan District
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

HOMEOWNER'S NAME(S): _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE(S): _____

My request involves the following type of improvement(s):

Include one copy of your plot plan, and describe improvements showing in detail what you intend to accomplish (see Section 2 of the Rules and Regulations of Ironworks Village). Be sure to show existing conditions as well as your proposed improvements and any applicable required screening (see the Rules and Regulations for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Rules and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors of the District, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than ninety (90) days after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement at any time in order to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date: _____ Homeowner's Signature: _____

ARC Action:

- ☐ Approved as submitted
- ☐ Approved subject to the following requirements:
- ☐ Disapproved for the following reasons:

All work to be completed no later than: _____

DRC/ARC Signature: _____ Date: _____

SUBMITTAL FEES \$50

**IRON WORKS VILLAGE METROPOLITAN
DISTRICT**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 Fax: 303-987-2032

**Resolution Regarding Policies,
Procedures and Penalties for the
Enforcement of the Governing
Documents**

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
IRON WORKS VILLAGE METROPOLITAN DISTRICT**

**REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE
ENFORCEMENT OF THE GOVERNING DOCUMENTS**

WHEREAS, Iron Works Village Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Iron Works Village, recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado at Reception No. D8057639, on June 13, 2018 (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the “**Rules and Regulations**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective

property subject to this Resolution (“the **“Owner”**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the **“District Representative”**), and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred.

4. Enforcement Process for Continuous Violations Upon determining that a **“Continuous Violation”** (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the District Representative and the Board shall take the following steps:

a. Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “Advisory Letter” to the Owner by first-class United States mail to the address of the Owner on record according to the records of the County Assessor (**“Owner’s Address”**), notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Advisory Letter and diligently prosecute the same to completion.

b. Notice of Complaint and Opportunity to Be Heard. If an Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 15 days of the date of the Advisory Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard (**“Hearing Notice”**) to the Owner at the Owner’s address notifying the owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Hearing Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Hearing Notice.

c. Notices of Ongoing Violation. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Hearing Notice, this shall be considered a third violation for which a fine may

be imposed. The District Representative shall send a notice of ongoing violation ("**Ongoing Violation Notice**") to the Owner's Address demanding that the Owner cure the ongoing Continuous Violation and that an additional fine has been imposed on the Owner's account pursuant to the fine schedule set forth in Paragraph 9 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Notice Violation or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation Notice, this shall be considered a fourth violation for which an additional fine may be imposed. A second Ongoing Violation Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 9 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines ("**Daily Fine Notice**") and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a "**Repetitious Violation**" (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an "Advisory Letter" to the Owner by first-class United States mail to the Owner's Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 90 days of the date of the Advisory Letter may result in the imposition of fines.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 90 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 9. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed ("**Repetitious Violation Notice**"). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation Notice. The District may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.

7. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Hearing Notice or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or person designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Hearing Notice or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

8. Decision. After the District has taken the steps as outlined above, upon a finding that an Owner is in violation of the Governing Documents, the District Representative shall send notice of violation ("**Notice of Violation**") to the Owner's Address. The District may revoke or suspend the Owner's privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

9. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations:

First Violation	Advisory Letter
Second Violation (Hearing Notice):	\$25.00
Third Violation (First Ongoing Violation Notice	\$50.00
Fourth Violation (Second) Ongoing Violation Notice:	\$75.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Violation	Advisory Letter
Second Violation within 90 days of the Advisory Letter:	\$25.00
Subsequent Violations within 90 days of the Advisory Letter:	\$50.00 per offense

10. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid

any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

11. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

12. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, foreclosure, and any other legal or equitable remedies available to the District.

13. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

14. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the District in its sole discretion may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land.

15. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

16. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

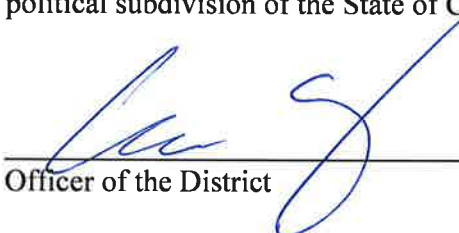
17. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "Iron Works Village Metropolitan District" and sent to the following address, on or before the due date: Iron Works Village Metropolitan District, c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, Colorado 80228. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

18. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

19. Effective Date. This Resolution shall become effective immediately, and shall supersede in its entirety any prior resolution.

APPROVED AND ADOPTED THIS THE 26TH DAY OF NOVEMBER, 2018.

IRON WORKS VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado



Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District