

**MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR EAGLE BROOK MEADOWS**

This MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE BROOK MEADOWS (the “Declaration”) dated as of OCTOBER 17, 2019, shall be effective upon recordation, and is made by FRONT RANGE INVESTMENT HOLDINGS, LLC, a Colorado limited liability company (“Declarant”).

RECITALS

A. Declarant is the owner of certain real property located in Larimer County, Colorado, within the City of Loveland, Colorado, as more particularly described in **Exhibit A** (the “Property”).

B. The Property is part of a planned development created by the Declarant known as Eagle Brook Meadows and located within the boundaries of Eagle Brook Meadows Metropolitan District No. 1, Eagle Brook Meadows Metropolitan District No. 2 and Eagle Brook Meadows Metropolitan District No. 3 (collectively, the “Districts”).

C. The Declarant desires to establish certain easements, covenants, restrictions and equitable servitudes for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of the Property.

D. Pursuant to Section 32-1-1004(8), C.R.S., the board of a metropolitan district has the power to furnish covenant enforcement and design review services within the district.

E. Declarant is imposing this Declaration on the Property and intends to empower the Eagle Brook Meadows Metropolitan District No. 1 (the “District”) to provide covenant enforcement and design review services to the Property.

F. The Districts have entered into an intergovernmental agreement, as may be amended from time to time (“District IGA”), pursuant to which the District agreed to provide covenant enforcement and design review services for the benefit of the Property located within the Districts.

G. This Declaration is exempt from the provisions of the Colorado Common Interest Ownership Act, § 38-33.3-101 *et seq.*, C.R.S. (“CCIOA”) because the Property described herein is not a “common interest community” as that term is defined in CCIOA. There is no mandatory association or assessments created under this Declaration, and there is no obligation created in this Declaration to pay for real estate taxes, insurance premiums, maintenance, or improvements or other real estate or common area.

H. This Declaration shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in any portion of the Properties, their heirs,

successors, successors-in-kind, and assigns; provided, however, District Property (as defined in Section 1.17 hereof) shall not be subject to this Declaration as provided in Section 2.2 below.

ARTICLE I DEFINITIONS

The following sections define words and phrases which, as used in this Declaration, have the meanings set forth below. Other terms in this Declaration may be defined in specific provisions of this Declaration and shall have the meaning assigned by such definition. Defined words and phrases are indicated in this Declaration by capitalizing the first letter of a defined word or of each word in a defined phrase.

1.1 “Applicable Laws” shall mean the decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules and statutes of all federal, local (including the City, the County and the Districts), or state governments (including, but not limited to, all agencies, departments, divisions or parts thereof) having or from time to time exercising jurisdiction or authority over the Property.

1.2 “Architectural Review Committee” or “ARC” shall mean that certain committee created pursuant to the terms of this Declaration for the purpose of reviewing all proposed plans for initial development, modification or revision of any Improvements on a Lot.

1.3 “Builder” shall mean an Owner that acquires one or more Lots from the Declarant for the purpose of developing infrastructure on such Lots and for the construction of Residential buildings thereon for the purpose of selling or leasing such buildings and such Lot to the ultimate purchaser or tenant(s) thereof.

1.4 “City” shall mean the City of Loveland, Colorado.

1.5 “Completed Structure” shall mean a structure (or immediately abutting portion thereof) that has been approved for human occupancy by the City.

1.6 “Declarant” shall mean Front Range Investment Holdings, LLC, a Colorado limited liability limited company and its grantees, successors or assigns. The term “Declarant” as used herein includes Declarant’s assignees and specifically any entity that results from reorganization or restructuring of the existing entity or the conversion thereof to another form of entity. The term “the Declarant” also shall include one or more successors in interest which have been designated in writing (which writing shall be Recorded in the Records) by the then existing Declarant who owns all or a portion of the Property.

1.7 “Declarant Control Period” shall mean that period of time during which the Declarant is entitled to exercise any and all Declarant Rights set forth in the Declaration and any and all other actions, rights and provisions reserved to and for the Declarant pursuant to the Declaration. The Declarant Control Period will run from the date of Recording of this Declaration and expiring ten (10) years after recording of this Declaration, or such shorter period as deemed necessary by the Declarant.

1.8 “Declarant Rights” shall mean only those rights that the Declarant has the right to exercise as enumerated in this Declaration.

1.9 “Declaration” means this Master Declaration of Covenants, Conditions and Restrictions for Eagle Brook Meadows, as Recorded in the Records, together with any amendments or supplements to such document.

1.10 “Design Guidelines” means the Design Guidelines promulgated and adopted by the Declarant, the ARC and/or the District and administered by the appropriate acting authority pursuant to Article 7, and may include the Site Development Plan, Amendment 1 (as may be further amended) for the Development, as approved by the City.

1.11 “Development” shall mean the Eagle Brook Meadows development subject to this Declaration, consisting of the property described in Exhibit A attached hereto.

1.12 “District” shall mean Eagle Brook Meadows Metropolitan District No. 1.

1.13 “District IGA” shall mean that certain agreement between and among the Districts whereby the District may agree to perform certain services called for by this Declaration which will be paid for by District No. 2 and District No. 3.

1.14 “Districts” shall mean the District, District No. 2 and District No. 3.

1.15 “District No. 2” shall mean Eagle Brook Meadows Metropolitan District No. 2.

1.16 “District No. 3” shall mean Eagle Brook Meadows Metropolitan District No. 3.

1.17 “District Property” means any real and personal property within the Property now or hereafter owned or leased by the Districts, together with all landscaping improvements, trails, open space, irrigation systems, entry monuments and any other improvements now or hereafter located on such District Property.

1.18 “Eagle Brook Meadows Documents” means the annexation agreement, this Declaration and all amendments thereto, all Plats and plans for the Property, and all construction drawings, utility plans, engineering plans, drainage plans and subdivision or development agreements approved by the City.

1.19 “Fines” means any monetary penalty imposed by the Districts against a Lot Owner due to a violation of this Declaration, the Rules and Regulations, Maintenance Standards, Design Guidelines and any other rules, regulations or standards adopted by the District, by such Lot Owner, Occupant, Guest or invitee of the Lot Owner or any of the foregoing.

1.20 “First Mortgage” shall mean a Mortgage which has priority over all other security interests in a Lot, other than statutory liens for taxes, public improvement fees and special assessments, and shall include an executory land sales contract wherein the Administrator of

Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration or its assigns, and whether Recorded or not.

1.21 "First Mortgagee" shall mean any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the Administrator of Veterans Affairs for the Veterans Administration.

1.22 "Governing Board" shall mean and refer to the Board of Directors of Eagle Brook Meadows Metropolitan District No. 1.

1.23 "Governing Documents" shall refer to this Declaration, any Supplemental Declaration, any Rules and Regulations, Maintenance Standards promulgated by the Declarant or the District, and the Design Guidelines, as each may be supplemented and amended from time to time.

1.24 "Government Mortgage Agencies" shall mean the FHA, the VA, the FHLMC, GNMA, FNMA, or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

1.24.1 "FHA" shall mean the U.S. Federal Housing Administration.

1.24.2 "VA" shall mean the U.S. Department of Veteran's Affairs.

1.24.3 "FHLMC" shall mean the U.S. Federal Home Mortgage Loan Corporation, commonly known as "Freddie Mac."

1.24.4 "GNMA" shall mean the U.S. Government National Mortgage Association, commonly known as "Ginnie Mae."

1.24.5 "FNMA" shall mean the U.S. Federal National Mortgage Association, commonly known as "Fannie Mae."

1.25 "Guest" shall mean and include any Person who by express or implied invitation from an Owner or Occupant has the right to enter on and use all or any portion of the Property.

1.26 "HUD" means the United States Department of Housing and Urban Development.

1.27 "Improvements" means all structures, facilities and appurtenances of any kind located or occurring in or on any portion of the Property including, but not limited to, the following: Residences, buildings, structures, fences, retaining walls, landscaping, sprinkler systems, lighting, poles, ditch improvements, drainage, retention and detention ponds or facilities, storm sewer and other collection facilities, driveways, Parking Areas, sidewalks, walkways, trails, and any new exterior construction or exterior improvement on a Lot which may not be included in the foregoing. The term "Improvements" includes both original improvements and all later changes, modifications and improvements on a Lot.

1.28 "Lot" shall mean a physical portion of the Property which is designated for separate ownership or occupancy on any subdivision or resubdivision Plat that includes all or any part of the Property or, with respect to those parts of the Property that are not platted, any Parcel or Tract.

1.29 “Maintenance Standards” shall mean the standards of maintenance generally prevailing throughout Eagle Brook Meadows as established by the Declarant and/or the District. Such standards may include both objective and subjective elements. The Maintenance Standards may evolve and change as development progresses and as the needs and desires within the Properties change. Any determination or interpretation regarding the Maintenance Standard, including, without limitation, whether the Maintenance Standard has been met in a particular situation, shall be made by the District.

1.30 “Mortgage” means any mortgage or deed of trust or other similar instrument, given voluntarily by the Owner of a Lot, encumbering the Lot to secure the performance of an obligation or the payment of a debt and which is to be released upon performance of the obligation or payment of the debt. The term “deed of trust” as used herein is synonymous with the term “Mortgage.”

1.31 “Mortgagee” means a mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such Mortgagee.

1.32 “Neighborhood” shall mean any area of the Property having a similar type of use, such as an area with detached single-family homes, an area with attached homes (duplexes), an area with multi-family housing, such as townhomes and/or condominiums. The area of Property within a specific Neighborhood may be identified as such in a Supplemental Declaration, or it may simply be an area of Property subject to this Declaration which is comprised of similar uses and which is designated as a Neighborhood by the Declarant or the District.

1.33 “Notice of Violation” shall mean a written notice given by the District and/or the ARC, as applicable, to an Owner notifying the Owner that such Owner is responsible for a Violation of the Governing Documents, which may include notification of the time period in which the Owner has to correct, remedy or otherwise remove the Violation, or notification of the date, time and place of a hearing related thereto.

1.34 “Occupant” shall mean and refer to any Person from time to time entitled to use and occupy any Residence under any deed, lease or other similar agreement.

1.35 “Owner” means the Declarant or any other Person, or, if more than one, all Persons collectively, who hold fee, simple title of Record to any portion of the Property, including sellers under executory contracts of sale but excluding buyers thereunder, and further excluding any Mortgagee or other Person having an interest in a Lot solely as security for an obligation.

1.36 “Parcel” shall mean any unplatted portion of the Property designated by Declarant in a recorded document, including a deed of conveyance from Declarant (and legally described) as a separate and distinct parcel from other land for purposes of sale, use or otherwise.

1.37 “Parking Area” shall mean any portion of the Property, not including any Lot, which the Declarant or the District, as the case may be, designates or otherwise sets aside for use of vehicular parking. The District shall have the right at all times to perform and control the upkeep, maintenance and repair of all Parking Areas, unless such Parking Areas are dedicated to the City for ownership and maintenance.

1.38 “Person” shall mean and include individual natural persons, partnerships, firms, associations, corporations, trusts, limited liability companies, or any other form of business or government entity. The term Person shall not be construed as meaning or including the District.

1.39 “Plat” shall mean collectively the Recorded plats of the Property, and all Recorded amendments, corrections and replats, together with any subsequently Recorded plats of the Property or other real property which becomes subject to this Declaration.

1.40 “Property” shall mean and refer to the real property described on Exhibit A, and as of any particular time, any additional real property that has been annexed or otherwise made subject to this Declaration by a Supplemental Declaration.

1.41 “Records” shall mean the official real property records maintained in the office of the Clerk and Recorder of Larimer County, Colorado; “to Record” means to file for recording in the Records; “of Record” and “Recorded” means having been recorded in the Records, and “Recording” means the act of recording a document or instrument in the Records.

1.42 “Residence” shall mean a single-family residential dwelling constructed within the Property, specifically including, but not limited to, a detached home, an attached home, townhome, an apartment or a condominium unit or other separate living unit within a multi-family home.

1.43 “Residential” shall mean restricted to or occupied for housing or dwelling purposes.

1.44 “Residential Use” shall mean a use for dwelling purposes.

1.45 “Restrictions” shall mean any provisions set forth in this Declaration as amended from time to time, including any Supplemental Declaration.

1.46 “Rules and Regulations” shall mean any instruments, however denominated, which are adopted by one or more of the Districts for the regulation and management of the Property, including all amendments to those instruments.

1.47 “Service Plan” shall mean and refer to that certain “Consolidated Service Plan for Eagle Brook Meadows Metropolitan Districts Nos. 1 – 3”, as approved by the City, and as may be amended from time to time.

1.48 “Special District Act” shall mean the Colorado Special District Act set forth in §32-1-101, *et seq.*, C.R.S.

1.49 “Site Development Plan, Amendment 1” shall mean the Final Development Plan of the Eagle Brook Meadows 1st subdivision as approved by the City.

1.50 “Supplemental Declaration” shall mean a written instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which may be Recorded against real property described therein and which subjects such described real property to the terms, conditions and restrictions of this Declaration. Any additional

use restrictions contained in a Supplemental Declaration shall apply only to the real property described in the Supplemental Declaration.

1.51 “Telecommunication Facilities” shall mean all facilities installed and used in the distribution of Telecommunication Services (including, but not limited to, cables, cabling conduits, cabling interfaces, conduits, cross connect panels, equipment cabinets, fiber, fiber interfaces, fiber transceivers, lines, network interface units, pads, patch panels and cords, pipes, power interfaces, routers/bridgers, service drop wiring and service laterals, sleeves, test equipment, wires, and other structures and improvements).

1.52 “Tract” shall mean any portion of the Property designated on a Plat as a Tract, and owned by the Declarant, the City, the Districts or other governmental entity. Unless otherwise stated, Tracts are not subject to the provisions of this Declaration.

1.53 “Utilities” shall mean all utility services necessary or convenient for the use and enjoyment of the Lots (including, but not necessarily limited to, electric, gas, water, sewer service and Telecommunication Facilities).

1.54 “Violation” shall mean any violation of the Governing Documents by an Owner or Occupant, or Guest of any Owner or Occupant.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.1 Development by the Declarant. The Declarant intends to develop all of the Property for residential and related uses.

2.2 Conveyance and Acceptance of District Property. The Declarant expressly reserves the right in the course of planning the Property to convey to the District certain Lots, Tracts or Parcels and/or other property or facilities which are deemed by the Declarant to be most suitable for ownership, maintenance and administration by the District, as authorized by the Service Plan and Special District Act, and which are hereinafter referred to as “District Property” as defined in Section 1.17. The Declarant contemplates that certain open space, parks, sidewalks and roads not dedicated to the City shall be owned and maintained by District. Conveyance of any real property from the Declarant, a Builder or other Owner to the District shall be made by a separate conveyance deed, bill of sale or similar instrument. In the event District No. 2 and/or District No. 3 terminate its or their obligations pursuant to the District IGA resulting in the conveyance of District Property to District No. 2 or District No. 3, District No. 2 and/or District No. 3 shall maintain the District Property conveyed, as applicable. District Property shall not be subject to this Declaration.

2.3 Merger. The properties, rights and obligations of the District may be transferred, in whole or in part, by the District to District No. 2, District No. 3 or another surviving governmental entity similar in nature and purposes upon the Recording of a written instrument conveying such transfer of properties, rights and obligations of the District by the District. Upon such transfer, the surviving governmental entity shall administer the covenants and restrictions established upon any other basis as one scheme. No such merger or consolidation, however, shall effect any revocation,

change, or addition to the covenants established by this Declaration within the Property except as expressly hereinafter provided.

2.4 Annexation of Property. If the Declarant elects to submit any additional real property to this Declaration, such additions shall be described in and effected by a duly Recorded Supplemental Declaration. The Recording of any such Supplemental Declaration and the resulting expansion of the Property shall not require the consent or ratification of any Owner other than the Declarant. A Supplemental Declaration may impose on the real property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions other than those set forth in this Declaration. Upon Recordation of a Supplemental Declaration, the portion of the real property subject to the Supplemental Declaration shall become part of the Property and shall be subject to all covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, except to the extent permitted hereunder and otherwise specifically stated in the Supplemental Declaration. Any additional use restrictions contained in a Supplemental Declaration shall only apply to the real property subject to that Supplemental Declaration.

2.5 Withdrawal of Property. The Declarant expressly reserves the right, in its sole discretion, from time to time to remove or withdraw any portion of the Property effective upon the Recordation of a written instrument, executed by the Declarant, referring to this Declaration, describing such portion and declaring that such portion shall thereafter be withdrawn from the Property under this Declaration. The recording of any such written instrument and the withdrawal of any portion of the Property shall not require the consent or ratification of any Owner or other owner of any portion of the Property other than the Declarant, but shall require the written consent of the Owner of the portion of the Property being withdrawn, if and only if at the time such portion of the Property then being withdrawn from the Property is not then owned by the Declarant.

2.6 Exemption. Notwithstanding anything in this Declaration to the contrary, neither the Declarant nor any of the Declarant's activities shall in any way be subject to the control of, or under the jurisdiction of the District or the ARC including any Design Guidelines and Rules and Regulations, nor shall the Declarant be required to seek the approval or consent of the Districts or the ARC for any construction or other work to be performed by or on behalf of the Declarant in the Property. This exemption shall terminate upon expiration of the Declarant Control Period.

ARTICLE III DECLARANT RIGHTS/DECLARANT CONTROL PERIOD

3.1 Declarant Control Period. Declarant shall have the right to maintain its position as Declarant hereunder and shall have the right to exercise any and all rights, duties and powers granted herein to the Declarant at any time during the Declarant Control Period. Such right, duty or power shall be automatic, without any need for formal action being taken to evidence the same. Further, Declarant shall have all rights of an Owner hereunder. At the end of the Declarant Control Period or upon determination of the Declarant to terminate the Declarant Control Period prior to the expiration of the Declarant Control Period, Declarant may Record a statement setting forth and confirming the cessation of the Declarant Control Period. Following the cessation of the Declarant Control Period, Declarant shall be deemed to have relinquished its position as Declarant, and its

duties hereunder, and the provisions hereof relating or referring to the Declarant shall cease to be of any further force and effect. Following the cessation of the Declarant Control Period, all references herein (or in any Supplemental Declaration) to Declarant shall mean and refer to the District, acting by and through the Governing Board. If at any time during the Declarant Control Period, Declarant relinquishes one or more of its rights in writing (or deemed to have relinquished its rights) then the Declarant's rights so relinquished shall be exercised by the District unless otherwise provided in writing. Nothing in this Section 3.1 shall be deemed to limit Declarant's right to assign the rights, duties, powers, and reservations of Declarant or to limit Declarant's right to assign the rights, duties, powers, and reservations of Declarant prior to the cessation of the Declarant Control Period.

3.2 Declarant Rights. In addition to all other Declarant rights and reservations set forth in this Declaration, the Declarant reserves the right, during the Declarant Control Period, to perform the acts and exercise the rights specified below. The Declarant Rights include the following rights:

(a) Completion of Improvements. The right to construct and complete Improvements within the Property including, without limitation, the Parcels, Tracts and the District Property.

(b) Sales, Management and Marketing. The right within the Property to maintain sales offices, construction offices, management offices, model homes, and signs, flags and other on-site marketing and sales promotion materials advertising the Property. Specifically, the Declarant may maintain one or more sales offices within the Property. The Declarant shall have the right to determine the number of model homes and the size and location within the Property of any sales offices, management office, and model homes. The Declarant shall also have the right to relocate any sales offices, management offices, and model homes from time to time at its discretion. After the Declarant ceases to be the Owner of a Lot, the Declarant shall have the right to remove any sales offices and management offices. No structure used by the Declarant for a sales office, construction office, management office or model home shall be deemed the property of any party other than the Declarant unless specifically assigned, conveyed or dedicated by the Declarant to such other party.

(c) Alteration of Lots. The right to alter any condition (including size and location of Improvements) on any Lot owned by the Declarant, whether with respect to sales and marketing efforts or otherwise.

(d) Amendment of Declaration. The right to amend this Declaration without Owner consent or approval (i) in connection with the exercise of any Declarant Rights for compliance with the requirements of any available financing programs including HUD or other Government Mortgage Agencies; (ii) to comply with the requirements of Applicable Law in the event any provision contained in this Declaration does not comply with Applicable Law; (iii) to correct clerical, typographical or technical errors, or to clarify any of the Restrictions or any provision hereof; and (iv) to supplement Plats in connection with the exercise of any Declarant Rights.

(e) Re-plat. The right to re-plat all or any portions of the Property, the right to create additional Lots up to the maximum number of Lots allowed by the City and the right to subdivide or combine Lots which it owns.

(f) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements over, across, and upon the Property for purposes including, but not limited to, streets, paths, walkways, drainage, Tracts, parking areas, and to create other reservations, exceptions, and exclusions over, across, and upon the Property for the benefit of the Lot Owners.

3.3 Rights Transferable. Any Declarant Right created or reserved in this Declaration for the benefit of the Declarant may be transferred to any Person and may be granted to a Builder, in whole or in part, exclusively or non-exclusively, by Recording an instrument in the Records describing specifically the rights transferred. Such instrument shall be executed by the Declarant and the transferee or Builder.

ARTICLE IV EASEMENTS

4.1 Drainage Easement. The Declarant hereby reserves to itself and to the District a six (6) foot wide easement for drainage and drainage facilities along the side and rear of each Lot and, if necessary, an easement across each Lot in order for Declarant to access such drainage easement areas; provided, however, that such easement shall not be reserved over any of the areas described in this sentence if and to the extent a Residence is located upon any such areas, which was previously approved by the Declarant or by the ARC. 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 through channels or swales within such rear and side yard drainage easements. The Declarant reserves to itself and to the District the right to enter in and upon the rear and side yard drainage easement described herein at any time to construct, repair, replace or change drainage structures or to perform such grading, draining or corrective work as the Declarant or the District may deem necessary or desirable in their sole discretion from time to time.

4.2 Utilities Easement. The Declarant hereby reserves for itself and for the District a blanket easement upon, across, over and under the Property, specifically including the Lots, Parcels, Tracts, and the District Property, for Utilities and the installation, use, replacement, repair and maintenance of Utilities, including, but not limited to, water, sewer, gas, Telecommunication Facilities, electricity, renewable energy/energy efficiency, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect, use and maintain the necessary facilities, equipment and appurtenances on the Property, specifically including the Lots, Parcels, Tracts, and, with District consent, the District Property, and to affix, use, repair and maintain water and sewer pipes, gas, electric, telephone, renewable energy/energy efficiency, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable

document, the Declarant reserves and is hereby given the absolute right and authority to grant such easement upon, across, over or under any part or all of the Property owned by Declarant only at the time such easement is requested. The easement provided for in this Section 4.2 shall in no way void, extinguish or modify any other Recorded easement(s) on the Property, specifically including the Lots, Parcels, Tracts and the District Property.

4.3 Easements for Access. The Declarant hereby declares, establishes, grants, and reserves easements over each Lot and Tract in favor of the Declarant and the District, including their respective agents, contractors, and employees thereof, for performing maintenance, repair, or replacement or other services as provided in this Declaration. If damage is inflicted on a Lot, Tract, or District Property, then (a) the Owner or Owners responsible for such damage will be responsible for the cost and expense of repairing or avoiding such damage, and (b) the District may, at its option, take steps necessary to avoid or mitigate damage. If an Owner or Owners are responsible for such damage, then such Owner or Owners will reimburse the District for the cost and expense of avoiding or repairing such damage. Further, the access easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner or Owners or Occupant or Occupants of any affected Lot; provided, however, that no such notice shall be required in emergency situations, provided that the Owner or Owners or Occupant or Occupants of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any Residence located on a Lot shall not be subject to the easements provided for in this Section. Furthermore, each Lot is subject to an access easement in favor of the ARC, including their respective members, employees, agents and representatives, for performing any of the actions contemplated by Article 7.

4.4 Encroachments. If construction, reconstruction or repair activities which have been approved by the ARC, or if shifting, settlement or other movements of any portion of ARC-approved Improvements, or if construction, reconstruction or repair activities by the Declarant or the District, results either in the District Property encroaching on a Lot or in a Lot encroaching on the District Property or on another Lot, and unless otherwise directed by the ARC, a valid easement not to exceed twelve (12) inches in width shall then and there exist to permit the encroachment and reasonable and necessary maintenance activities related thereto.

4.5 Limitations on Easements. Notwithstanding anything to the contrary contained herein, the easements set forth in this Article IV (a) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property, (b) may be amended, limited, modified, restricted, or terminated by the Declarant by means of a Recorded instrument, and (c) shall not be interpreted or construed as preventing or precluding the construction, operation, and use of any structure or use on any Lot which is otherwise permitted by the terms of this Declaration or which is otherwise approved by the ARC.

4.6 Recorded Easements. In addition to all easements and rights-of-way of Record at or before Recordation of this Declaration, the Property, and all portions thereof, shall be subject to the easements shown on any Plat of the Property.

4.7 Acknowledgment of Inconvenience. There are inconveniences which will accompany the construction of the Property, including but not limited to construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view, and general inconvenience associated with construction sites and related issues. Each Lot Owner, by taking title to any Lot, shall be deemed to have waived any claims associated with the inconveniences, nuisance and hazards associated with such construction.

ARTICLE V MAINTENANCE

5.1 General Maintenance. All property in the Property shall be maintained in accordance with the Maintenance Standards established by the District and all property within the Property, including all Improvements and landscaping, shall be kept and maintained in a clean, safe and attractive condition, in good repair, as determined by the District.

5.2 Maintenance by the District. The District shall cause to be maintained and kept in good condition and state of repair all District Property and any public facilities, improvements and appurtenances constructed or installed thereon, and any other property which the District has agreed to maintain. At their option, the District may contract with third parties to perform maintenance, repair, and upkeep obligations hereunder. However, the District shall remain ultimately responsible for performance of such work. Maintenance shall include, but not be limited to, the following:

a. To the extent not maintained or provided by City, the District shall maintain, repair and replace all paved surfaces of the Parking Areas, if any, including any drive through lanes and all improvements associated therewith, which maintenance work shall include, without limitation, cleaning, snow removal and sweeping;

b. The District shall remove all paper, debris, filth, and refuse of all areas utilized for the District Property to the extent necessary to keep said areas in a clean and orderly condition;

c. To the extent not maintained by the City, the District shall place, keep in good repair, and replace any appropriate traffic pattern directional signs, markers, striping, and lines, repairing, maintaining and replacing all improvements within any Parking Area;

d. The District shall maintain any entryways, common signage and monumentation for the Property;

e. The District shall mow, fertilize, landscape, groom, irrigate, replace or repair automatic sprinkler systems or water lines on the District Property, and otherwise maintain and replace the landscaping upon the District Property; and

f. To the extent not operated and maintained by the City, the District shall operate and maintain any drainage facilities including detention ponds, including any repair and or replacement of said facilities.

5.3 Maintenance of Lot by Owner. The Owner of a Lot shall, at its sole cost and expense, perform all maintenance, repairs and replacement, as necessary, for the Lot, including all Improvements on a Lot, and shall perform the same in strict compliance with the Maintenance Standards. Such responsibility shall include, but is not limited to, the following:

a. Maintaining and repairing all Residences and other Improvements on the Owner's Lot;

b. Removing all litter, trash, refuse and waste from the Owner's Lot;

c. Maintaining landscaping around all Improvements, including mowing, fertilizing and watering;

d. Maintaining and repairing fencing constructed on a Lot (including, without limitation, any fences constructed by a Builder), or by each of the Owners of adjacent Lots in the event such fence is located on a Lot boundary line between the adjacent Lots and shared by such Lots, and such Owners shall be responsible for maintaining the portion of the fence that faces the Owner's Lot.

e. Maintaining the grading upon such Owner's Lot at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Owner agrees that it will not in any way interfere with the established drainage pattern over the Owner's Lot. For purposes of this Section 5.3.e., "established drainage" means the drainage which exists at the time final grading of a Lot by the Declarant or a Builder is completed.

5.4 Right to Perform Work. In the event any Lot Owner shall fail to timely and/or satisfactorily perform any maintenance, repair or upkeep obligations of such Lot Owner in compliance with the provisions hereof and with the Maintenance Standards, the District may give written notice to the Lot Owner of the work required to be performed, and, if such failure to perform the work continues for a period of thirty (30) days after such notice has been given, the District may enter upon the Lot and perform the necessary maintenance, repairs or upkeep; provided, however, that the District may, but shall not be required to, enter upon a Lot in order to perform maintenance, repairs or upkeep without prior notice to the Lot Owner in the event of an emergency, as determined by the District in its reasonable discretion. The cost of any such maintenance, repair or upkeep shall be the obligation of the Lot Owner and the District shall have a lien on the Lot until such time payment is paid to the District.

5.5 Damage by Owner. Notwithstanding anything to the contrary contained in this Declaration, in the event the need for the District to maintain, repair or replace any portion of the District Property is caused by the negligence, willful act or other misconduct of an Owner, or a member of such Owner's family or Guest, or Occupant and Occupant's family or Guest, or any Person acting by, for or under any of the foregoing, the costs of such repair, replacement or

maintenance shall be the personal obligation of such Owner, and the costs, expenses and fees incurred by the District for the same shall be levied against such Owner. The cost of any such maintenance, repair or replacement by the District shall be the obligation of the Lot Owner and the District shall have a lien on the Owner's Lot until such time payment is paid to the District.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE DISTRICT

6.1 Powers and Authority. The District shall have, and may exercise with regard to the Property, all powers and authority reasonably necessary to administer their rights and duties under this Declaration including, without limitation, the power and authority to: (a) manage and enforce the Governing Documents including, without limitation, all Restrictions herein; (b) adopt Rules and Regulations, as further provided in Section 6.2 hereof; (c) contract with a third-party property manager for the management of the Property and/or for all other duties and responsibilities related to the overall operation of the Property; (d) impose and collect fees, Fines and penalties from Lot Owners for violations of any provision under this Declaration, Rules and Regulations, Maintenance Standards, Design Guidelines and any other rules, regulations and standards established by the District and ARC, as further provided in this Declaration; (e) have members of the Governing Board serve on the ARC; and (f) exercise all other rights, powers and authority necessary to enforce this Declaration.

6.2 Rules and Regulations. The District shall have the power to adopt, amend and enforce Rules and Regulations to protect and preserve the Property. Each Owner and Occupant shall be obligated to and shall comply with and abide by such Rules and Regulations and pay such Fines or penalties upon failure to comply with or abide by such Rules and Regulations.

6.3 Ad Valorem Taxes, Fees, Rates, Penalties, and Charges. The District may levy and collect ad valorem taxes and/or impose fees, rates, penalties and other charges on and against the Property and, from time to time, impose fees, rates, penalties and charges against the Lot and Lot Owner, as deemed necessary by the Governing Board, in the Governing Board's sole discretion, to defray the costs of the District to carry out its obligations under this Declaration and to enforce Governing Documents. Until paid, all such ad valorem taxes, fees, rates, penalties, and charges shall constitute a statutory perpetual lien on and against the Property or Lot served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens.

6.4 District Property. The District shall be responsible for the exclusive management and control of the District Property and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

6.5 Personal Property and Real Property. The Declarant may convey to the District public improvements, real property located within the Properties, personal property or other property interests; provided, the Declarant shall not convey any real property to the District which the Declarant knows to contain hazardous substances which would require remediation or create environmental liability for the District under state or federal law. The District may accept, and thereafter maintain, any property conveyed or dedicated to it by the Declarant in accordance with Applicable Law.

6.6 Owner Consent to District Enforcement. Each Owner, by its acceptance of title to a Lot, hereby assigns and delegates and consents to the assignment and delegation to the District, in their own name as an Owner of property within the Property and on behalf of all Owners of Lots, the authority, power, right, and responsibility to enforce the Governing Documents.

6.7 Delegation and Termination of Rights. The enforcement of the provisions of this Declaration may be delegated in whole or in part by the District to District No. 2, District No. 3 and/or another governmental entity with respect to a portion of the Property described in a Recorded instrument.

ARTICLE VII ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review Committee. There is hereby established an Architectural Review Committee, which will be responsible for the establishment and administration of the Design Guidelines, and shall act on behalf of the District in enforcing the provisions of this Article 7. This Article shall not apply to the construction activities of the Declarant. The ARC shall consist of three (3) members and shall be appointed by the Governing Board. Members of the ARC may include, but not be limited to, directors of the Governing Board, architects, landscape architects, engineers or other Persons qualified to review applications submitted by Owners for Lot Improvements. ARC members may be replaced at any time by the Governing Board for any reason.

7.2 Design Guidelines. The ARC shall be responsible for the ministerial administration and application of the Design Guidelines to facilitate the purposes and intent of this Declaration. Separate and distinct guidelines may apply to one or more specific Neighborhoods within the Property. Other guidelines may apply to the Property as a whole. All such Design Guidelines shall be adopted by the Declarant, the ARC, and/or the District and administered by the ARC; provided, however, the ARC may delegate the enforcement of the Design Guidelines to the District. The ARC may promulgate, amend, vary, repeal and augment the Design Guidelines from time to time, in its sole discretion based on concerns for good planning and design, the aesthetic, architectural and environmental harmony of Eagle Brook Meadows, or other factors considered necessary or desirable to fulfill the intent of the Design Guidelines. The Design Guidelines shall be binding on the Property. In the event of any conflict between the Design Guidelines and this Declaration, this Declaration shall control. The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

- (a) Standards establishing an architectural theme and requirements pertaining to building style and design, colors, construction materials and site planning.
- (b) Procedures for making an application to the ARC for approval, including the documents to be submitted and the time limits for such submission.
- (c) Time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under the Design Guidelines.

- (d) Designation of building setbacks.
- (e) Minimum and maximum areas of living space that may be developed on any Lot.
- (f) Limitations on the height of any Residence or other Improvement.
- (g) Specifications for the location, dimensions and appearance or screening of any fences, accessory structures, antennae or other such Improvements.
- (h) Landscaping regulations.
- (i) General conditions for the construction, reconstruction, refinishing or alteration of any Improvement.
- (j) Rules for construction activities, as well as maintaining construction sites and adjacent areas.

7.3 Purpose and General Authority. The ARC shall review, study and either approve, with or without conditions, or reject proposed Improvements, including landscaping, on the Property, all in compliance with this Declaration and as further set forth in the Design Guidelines as the ARC may establish from time to time to govern its proceedings. No Improvement shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the ARC; provided, however, that Improvements that are completely within, and not visible from the outside of, a building may be undertaken without such approval, provided such Improvements do not affect the structural integrity or exterior elements of a building, or impact any party walls or other common or shared areas between Lots. All Improvements shall be constructed only in accordance with plans therefor approved by the ARC. In addition to reviewing and approving plans for Improvements, the ARC may review applications from Owners regarding proposed variances from the Design Guidelines, and approve or disapprove the same.

7.4 Approval of Improvements Required. No Improvement shall be constructed, erected, installed, altered, enlarged, demolished, removed or replaced on a Lot without ARC approval, unless prior approval of an Improvement on a Lot has been waived by the ARC or certain Improvements have been exempted in writing by the ARC or specifically exempted in the Design Guidelines. In no event shall an Owner have the right to construct any Improvements on any District Property appurtenant to its Lot without the ARC and the District's prior written approval. The foregoing notwithstanding, the approval of the ARC shall not be required for any Improvement made by the Declarant, or for any Improvement made by a Builder, the plans for which have been approved by the Declarant in writing. An Improvement requiring approval of the ARC means and includes, *without limitation*: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land

including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation of landscaping on a Lot or replacement of more than five percent (5%) of the total organic landscaped area on a Lot; (e) any change or alteration of any previously approved Improvement, including any change of exterior appearance, color or texture; and including any of the Improvements.

7.5 Submission of Plans. Prior to the commencement of construction or installation of any Improvement and work related thereto on a Lot, the Owner proposing to make such Improvement (the "Applicant") shall submit to the ARC at its offices or at such place as it may designate for such purpose such descriptions, sketches, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the ARC reasonably shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement, as further provided in the Design Guidelines and any rules of the ARC governing the submission of plans for approval. All plans and specifications submitted to the ARC shall be drawn to scale and include such detail necessary for the ARC to make an informed review of such plans and specifications. The ARC may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the ARC of all required design review fees and materials in connection with the proposed Improvement, the ARC may postpone review of any materials submitted for approval. The ARC may delegate its plan review responsibilities, except final review and approval, to one or more consultants retained by the ARC.

7.6 Application Fees. The ARC shall have the right to charge fees and deposits for each application submitted to the ARC for review, in an amount which may be established by the ARC from time to time, and such fees shall be collected by the ARC to recover the fair and reasonable costs of such service as is directly related to such application, including the cost of hiring outside experts when deemed appropriate by the ARC.

7.7 ARC Approval. Upon review of plans and specifications submitted by the Applicant, the ARC, by majority vote, shall approve plans and specifications submitted to it only if it determines that the construction, alteration and additions contemplated thereby, and in the location as indicated, will comply with this Declaration, the applicable Supplemental Declaration, the Design Guidelines, and the Eagle Brook Meadows Documents and will serve to preserve and/or enhance the values of the Lots within the Property and will maintain a harmonious relationship among structures, vegetation, topography and the overall design of the Property. The ARC may (i) reject any plans and specifications it deems to be insufficient, in its sole and absolute discretion; (ii) condition its approval of plans and specifications for Improvements on such changes therein as it deems appropriate, and (iii) may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. Approval by the ARC shall be in writing or indicated by endorsement on the plans and specifications submitted for approval. No building, other structure or landscaping shall be erected or allowed to remain on any Lot which violates this Declaration. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

A. Building Permits. Unless otherwise allowed in writing by the ARC, an Owner shall not apply for a building permit for any Improvements from the City or other governmental authority having jurisdiction over the Property until ARC approval for such Improvements has been obtained. The issuance of a building permit by the City or other governmental authority having jurisdiction over the Property shall not prevent or prohibit the ARC from enforcing the terms and provisions of this Declaration. Any approval by ARC shall not be considered a permit to build under applicable governmental regulations.

B. Compliance with Laws and Regulations. Compliance with the provisions of Article 7 hereof is not a substitute for compliance with the City and other governmental building, zoning and subdivision regulations and other Applicable Laws, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction of Improvements.

7.8 Limitation of Liability. The approval by the ARC of any plans and specifications and any requirement by the ARC that the plans and specifications be modified shall not constitute a warranty or representation by the ARC, the District or the Declarant of the adequacy, technical sufficiency, code compliance or safety of the Improvements described in such plans, as the same may be modified; and the Declarant, the District and the ARC shall have no liability whatsoever for the failure of the plans and specifications or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural and construction practices. The Owner is solely responsible for all such compliance. By approving plans and specifications, neither the ARC, the District, nor the Declarant assumes any liability or responsibility for engineering design, construction, valuation, or structural integrity of any Improvement or that the approved plans and specifications will maintain a harmonious relationship among structures, vegetation, topography or the overall design of the Property, or be in compliance with Applicable Laws. Neither the District, the ARC, nor the Declarant shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot, nor for any defect in any structure constructed from approved plans and specifications. In addition, in no event shall the ARC, the District or the Declarant have any liability whatsoever to any person for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the ARC's approval, disapproval or conditional approval of any plans and specifications. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Development only and shall not create any duty to any Person. References to the ARC, the District, and the Declarant in this Section 7.8 shall include their affiliates, members, directors, officers, consultants, employees and agents.

7.9 No Waiver. No action or failure to act by the ARC, including the granting of a variance, shall constitute a waiver or estoppel with respect to future action by the ARC. Specifically, the approval by the ARC of any Improvement or granting of a variance shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement on the same Lot or any other Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on the same Lot or any other Lot.

7.10 Variances. The ARC may, but is under no obligation to, authorize variances from compliance with any of the provisions of the Design Guidelines, including restrictions on height, size, floor area, or placement of structures or similar restrictions, taking into account circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations. The inability of an Owner to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not obligate the ARC to grant a variance. Approval of any variance by ARC must be in writing. If any such variance is granted, no violation of the provisions of the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance is granted. However, the granting of a variance shall not affect in any way the Owner's obligation to comply with all Applicable Laws and any conditions imposed by the ARC in granting the variance.

7.11 Failure of ARC to Act on Plans. Any request for approval of a proposed Improvement shall be deemed disapproved, unless written approval is transmitted to the Applicant by the ARC within sixty (60) days after the date of receipt by the ARC of all required fees and materials. If additional fees, information, or materials are requested by the ARC, the sixty (60) daytime period within which the ARC is required to make its decision shall be automatically extended to sixty (60) days after the ARC receives the requested fees, information, or materials.

7.12 Commencement 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 description of the proposed Improvement, any materials submitted to the ARC in connection with the proposed Improvement, and any conditions imposed by the ARC and all Applicable Laws. Failure (a) to complete the proposed Improvement within twelve (12) months after the date of ARC approval or such other period or extension of the initial twelve (12) month period as specified in the Design Guidelines or in writing by the ARC, or (b) to complete the Improvement in accordance with the description and materials furnished to, and the conditions imposed by, the ARC and all Applicable Laws, shall constitute noncompliance with the requirements for approval of the Improvement.

7.13 Notice of Completion/Inspection. Upon completion of any Improvement, the Applicant shall submit a written notice of completion to the ARC requesting final approval of the Improvement. Following receipt of the notice of completion, the ARC may schedule an inspection of the Improvements to confirm compliance with the approved plans and specifications. Final approval of the Improvements by ARC shall not be provided until any discrepancies, omissions or incomplete work noted on such inspection are remedied. No Owner or Builder shall seek a certificate of occupancy from the City for any Improvement until receipt of final approval from the ARC.

7.14 General Inspections. In addition to the inspection of completed work as provided in Section 7.13 and other provisions of this Declaration, any member or authorized agent or consultant of the ARC, may enter upon any Lot, at any reasonable time after notice to the Owner, in order to investigate or inspect any part or portion of the Lot for conformance or compliance with the Restrictions, Design Guidelines, and the ARC approved Improvements. Where such investigation or inspection reveals that any part or portion of such Lot is in violation of the Restrictions, Design Guidelines, and the ARC approved Improvements, the ARC may issue a

Notice of Violation to the Owner of the Lot as set forth in Section 7.15 hereof. Any inspection made by the ARC, including the inspection made pursuant to Section 7.13 hereof, shall not constitute a representation by the ARC that the subject Lot and the Improvements thereon, are free from defective materials or workmanship.

7.15 Violations. If, as a result of the ARC's inspection of an Improvement at the time of completion or at such times that ARC inspects a Lot for compliance with the Declaration, the Design Guidelines and the provisions of this Article 7, the ARC determines that a Violation exists, the ARC shall issue a Notice of Violation to the noncompliant Owner within thirty (30) days of inspection and shall require the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied. The Owner shall be afforded the right to a hearing for any Notice of Violation received pursuant to Section 7.16 hereof. If an Owner fails to request a hearing or is found guilty of the Violation at a hearing, and fails to remedy the Violation within the time period specified in the Notice of Violation, the ARC shall have all remedies available to it at law or in equity including, *without limitation* the following remedies:

A. The ARC may remove, modify or otherwise correct any Violation constructed, reconstructed, refinished, altered or maintained upon a Lot that is a Violation, or otherwise correct, remedy or otherwise remove any Violation, in any manner the ARC advises is appropriate;

B. The ARC may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Declaration and/or the Design Guidelines and the ARC shall be entitled to recover all costs and attorney's fees associated with bringing the action; and

C. The ARC may levy reasonable Fines for such Violation.

The ARC may collect from the Owner of and shall have a lien against the noncompliant Lot to secure (1) payment for expenses incurred in obtaining injunctive relief, including costs and attorney's fees (2) payment for reimbursement by the noncompliant Owner for any work performed by the ARC to remove, modify or otherwise correct the Violation, plus the following amounts, to the extent not inconsistent with Applicable Laws; and (3) all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.

7.16 Notice and Hearing Procedures.

A. Notice of Violation. For any Violation that the ARC determines to exist, the ARC or its representatives shall send a Notice of Violation to the Owner and Occupant, with delivery confirmation, and shall identify the particular circumstances or conditions of the Lot that fail to conform to the applicable Restrictions, Design Guidelines and/or ARC approved Improvements. The Notice of Violation shall require the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied, and shall provide the Owner with right to request a hearing to dispute any Violation. Owner shall have fifteen (15) days from the date of the Notice of Violation

(unless a different time period is set forth in the Notice) to request a hearing on the Violation. The Notice of Violation shall also contain the date, time, and place of a hearing to be held by the ARC for the purpose of evaluating the Owner's conformance with such Restrictions, Design Guidelines and/or ARC approved Improvements and to consider the issuance of a finding of Violation if Owner requests a hearing. Failure of the Owner to request a hearing shall be confirmation by Owner of the Violation. If the Owner does not request a hearing or remedy the Violation as set forth in the Notice of Violation, the ARC may, at its option, pursue those remedies specified in Section 7.15.

B. Procedure for Hearing. On the date and time of the hearing specified in any Notice of Violation, the ARC shall hear and consider information and evidence presented by any Owners or other interested parties regarding the conformance of the subject Lot with such Restrictions, Design Guidelines and/or ARC approved Improvements. The hearing shall be conducted in accordance with any rules and procedures promulgated by the ARC. Not more than five (5) business days following the hearing, the ARC shall either: (i) make a finding that the Lot is in compliance with the applicable Restrictions, Design Guidelines and/or ARC approved Improvements; (ii) make a finding that the Lot is in Violation of the applicable Restrictions, Design Guidelines and/or ARC approved Improvements; or (iii) continue the hearing to a date certain for the purpose of obtaining additional information regarding the alleged Violation. The decision of the ARC shall be final. Where the Lot is determined to be in Violation of the Restrictions, Design Guidelines and/or ARC approved Improvements, the ARC shall issue a written finding of Violation, which shall include the time period in which the Violation is to be corrected, remedied or otherwise removed. Following such decision, any noncompliant Owner shall correct, remedy, or otherwise remove the Violation within the time period specified in the written finding of the ARC. If the Owner does not comply within the specified time period, the ARC may, at its option, pursue those remedies specified in Section 7.15. Notwithstanding anything to the contrary contained herein, at any time prior to the ARC's final determination of Violation, an Owner may notify the ARC in writing that the Violation has been corrected, remedied or removed. Following inspection of the Lot by the ARC and confirmation that the Lot is in compliance, the ARC may suspend or dismiss all actions to enforce its remedies.

ARTICLE VIII OPERATION AND USE RESTRICTIONS

8.1 Applicability: General Restriction. The Restrictions set forth in this Article 8 shall govern those portions of the Property that have been zoned as Residential or designated as a Lot in this Declaration, or in any Supplemental Declaration subjecting such property to this Declaration, unless the Restriction is specifically made applicable to other property within the Property. Lots shall be used only for the purposes set forth in this Declaration, as permitted by the Applicable Laws, and as set forth in this Declaration or other specific Recorded covenants, conditions or restrictions affecting all or any part of the Property.

8.2 Residential Use of Lots. Each Lot, after construction, shall only be used as a Residence and for appurtenant uses which are customarily incident thereto. No Residence shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate

safely, but in no event shall the maximum number of occupants in a Residence exceed the maximum number permitted under Applicable Law.

8.3 Business Use. Each Residence will be used for residential purposes only. No trade or business of any kind may be conducted in or from any Residence or on any party of the Property, except that the Owner or Occupant residing in the Residence may conduct ancillary business activities within the Residence so long as:

(i) the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residence;

(ii) does not involve visitation of the Residence by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for Guest visitation to a Residence without business activity, including, but not limited to short term activities such as garage, moving or rummage sales or similar activities;

(iii) is legal and conforms to all zoning requirements for the Development;

(iv) does not increase traffic in the Development in excess of what would normally be expected for Residences in the Development without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services); and

(v) does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents, as determined by the District.

8.4 Child Daycare Facility. A child daycare facility within a Residence may be allowed in limited circumstances if a variance for such use is considered advisable by the District (as determined in its sole discretion), and if such variance is granted in writing by the District and is otherwise allowed under Applicable Laws.

8.5 No Further Subdivision of Lot. No Lot shall be further subdivided or separated into smaller Lots by any Owner unless such subdivision is consistent with the Eagle Brook Meadows Documents, and no portion consisting of less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar non-material corrective instruments. The foregoing shall in no event preclude Declarant from further subdividing any Lot or Parcel which it owns or creating any easements or other partial interests so long as the subdivision or conveyance is in accordance with this Declaration.

8.6 Landscaping. Each Owner shall maintain all landscaping on such Owner's Lot in a neat, clean, safe and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of dead plants. All dead or diseased plant material shall be promptly removed and replaced with suitable replacement landscaping. The Design Guidelines may include a list of plant species restricted from use on the Property. All weed and other pest control activities shall be conducted in accordance with the Maintenance Standards. No

overspray, runoff or other discharge of chemicals to Lots or District Property is permitted. Each Owner shall be responsible for appropriate pest control in accordance with the Design Guidelines.

8.7 Lighting. Lots shall be lit in accordance with the Design Guidelines and approval of the ARC. Lighting shall be designed, installed, and operated to provide safe and adequate views without creating a nuisance or hazard to adjacent Lots or District Property. Lighting for walkways generally shall be directed to the ground and shall be subject to the criteria and standards set forth in the Design Guidelines.

8.8 No Temporary Structures. Except for construction trailers used during active construction of Improvements on any Lot, no tent, shack, temporary structure or temporary building shall be placed upon any Lot within the Property except with the prior written consent of the ARC obtained in each instance. Location and placement of such construction trailers or structures shall be submitted to the ARC at such time as plans for any Improvements are submitted. Subject to reasonable standards uniformly enforced, no construction activities shall be considered to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicle or construction machinery, posting or signs as required by law or otherwise permitted by the Design Guidelines, or similar activities, so long as such construction is: (i) pursued to completion with reasonable diligence; (ii) in compliance with all Applicable Laws; and (iii) conforms to best management practices for construction in the area. In the event of any dispute, a temporary waiver of the applicable provision may be granted by the ARC for a reasonable limited period for such construction. All streets, driveways and other access ways shall be swept daily and kept clean and free of all dirt and debris. No construction activities shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use by any Owner of its Lot.

8.9 Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage or other purposes for a Lot, and wires, poles, aerials, antennae, satellite dishes, and other facilities for the transmission or reception of audio, data or video signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Except as otherwise provided herein, no exterior radio antenna, television antenna, satellite dish, aerial or other reception receiver device or other antennae of any type shall be erected or maintained on the Property without the prior written approval of the ARC. Unless otherwise approved by the ARC, satellite dishes may be installed below the roof line on the side or rear of a Residence. The ARC shall act on applications for approval of satellite dishes and antennas in accordance with the requirements of the Federal Telecommunications Act of 1996, and any applicable regulations adopted pursuant thereto, as such statute and regulations may be amended from time to time. No wind-powered electrical generators shall be permitted.

8.10 Restrictions on Signs. Except as expressly permitted by Applicable Law including any Rules and Regulations, no signs or flags shall be displayed to the public view on any Lot without the prior written approval of the District, with the following exceptions: (a) the Declarant may erect and maintain a sign or signs in connection with the construction, development, operation, promotion and sale of the Lots; (b) the patriotic display of flags not exceeding 4' x 6' in size; and (c) signs of customary dimensions, not exceeding 3' x 4' in size, advertising a Lot or portion thereof as "For Sale" or "For Rent"; provided, however, that any "For Sale" or "For Rent"

sign must comply with the Guidelines and any Owner must obtain ARC approval before displaying such a sign on a Lot. No flashing or moving signs shall be permitted on any Lot if the same would be visible from the outside of a structure. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the applicable governmental authorities which may be applicable to the Property, as well as the Restrictions. The District may adopt additional standards relating to such signage including but not limited to, the display of political signs.

8.11 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any portion of the Property except as approved in writing by the ARC. Approval shall not be granted unless a provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any portion of the Property is completed and shall include any established drainage pattern shown on any plans approved by the ARC and the City. The established drainage pattern may include the drainage pattern from District Property over any Lot, from any Lot over the District Property, or from any Lot over another Lot.

8.12 Storage Tanks. No tanks for the storage of gas, fuel, oil, or other materials shall be erected, placed, or permitted above or below the surface of any Lot (other than reasonably sized propane tanks intended for use with gas grills, fire pits and patio heaters, but only if and as specifically allowed in the Rules and Regulations).

8.13 Water and Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system, other than a central sewage disposal system installed by the Declarant, the District, or other governmental entity to serve the Property, shall be installed on a Lot without the prior written approval of the ARC and the City. No individual water supply system shall be installed or maintained on the Property without the prior written approval of the ARC and the City. Any sewage disposal or water supply system shall be constructed, designed, equipped, and located in accordance with all Applicable Laws and the recommendations, requirements, and standards of the City and the Districts.

8.14 Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be promptly rebuilt, repaired or remodeled to its original condition or such other condition as may be approved in writing by the ARC, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the ARC, so as to present a pleasing and attractive appearance.

8.15 Exemption of Declarant. This Declaration shall not limit the right of Declarant to conduct reasonable and responsible activities related to construction and development of the Property. Declarant may: (i) excavate and grade; (ii) construct and alter drainage patterns and facilities; (iii) construct any and all other types of Improvements; (iv) maintain construction, sales and leasing offices and similar facilities; and (v) post signs incidental to construction, sales and lease, anywhere on the Property, excluding Lots. However, no such activities shall be carried on in such a way as to create a health or environmental hazard or unreasonably interfere with the use and enjoyment by any Owner.

8.16 Cooling and Heating Systems. No types of refrigerating, cooling or heating apparatus shall be permitted on the roof or in any window of any Completed Structure unless such system is approved in writing by the ARC. Further, no such apparatus shall be permitted elsewhere on a Lot except when appropriately screened and approved by the ARC. Without limiting the foregoing, conventional air conditioning units located on the ground of a Lot are permissible when appropriately screened.

8.17 Trash Disposal. No trash, garbage, refuse, rubbish, or cuttings shall be deposited on any street, or on any Lot unless placed in a container suitably located, solely for the purpose of garbage pickup and screened from view except when placed for pick up on the same day. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. The District shall have the right to require all trash collection within the Property to be performed by one company and be collected from all Lots by such company on the same day of the week. The cost of trash collection shall be paid by each Owner directly to the trash collection company. In order to minimize unsightliness, the District shall have the right to restrict the placement of trash receptacles outside for collection on any day other than the actual day for trash collection. This Section shall not apply to a contractor during the construction of an Improvement on a Lot; provided that stockpiling of dirt and storage of construction materials shall not be permitted on any adjacent Lot(s) without the consent of the Owner of such Lot and approval of the ARC.

8.18 Annoying Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on or from any Lot which is unreasonably loud or annoying; and no odor shall be emitted on or from any Lot which is noxious or offensive.

8.19 Parking. Except as otherwise set forth in any Rules and Regulations, vehicles shall be parked only in the garages or the driveways, if any, serving the Lots, designated parking spaces, or in appropriate spaces or areas which may be designated by the District(s) from time to time, except that any vehicle may be otherwise parked on a temporary basis for loading, delivery, emergency, or for Guests of an Owner at the Residence on a temporary basis. The Declarant or District(s) may designate certain parking areas for visitors or Guests and adopt reasonable rules and regulations, from time to time, governing such areas. Except as otherwise set forth in the Rules and Regulations, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages or specific areas, if any, which may be designated by the District(s) from time to time. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements located thereon, nor shall such restriction prohibit vehicles (including, without limitation, emergency vehicles driven by an on or off duty employee of the entity providing emergency services) that may be otherwise parked on a temporary basis for loading, delivery, emergency or, in the case of emergency vehicles, for any other lawful purpose.

8.20 Storage of Vehicles. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted on a Lot or upon a street adjacent to a Lot except within enclosed garages on Lots having two or more garage spaces. A vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the District. Garages attached to Lots are intended, at all times, for vehicle parking not general storage. An Owner of a Lot shall not be permitted to park a vehicle on a public or private street as an alternative to parking in the Owner's garage.

8.21 Violations of Sections 8.19 & 8.20. In the event the District determines that a vehicle is being parked, stored or repaired in violation of Sections 8.19 and 8.20 hereof, then a written notice describing such infraction shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained). Vehicles parked in violation of Sections 8.19 & 8.20 may be further subject to City enforcement and towed at the owner's expenses.

8.22 Repair Work. No activity such as, but not limited to, maintenance (other than washing and polishing and activities normally incident thereto), repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed on any Lot unless it is done within a fully enclosed garage or other building which screens the sight and sound of the activity from the street and from adjoining Lots, nor shall any such activity be performed upon a street adjacent to a Lot.

8.23 Pets. No animals, including, but not limited to, livestock, poultry, or reptiles shall be raised, bred, or kept within a Lot except as hereinafter provided. A reasonable number of cats, dogs, birds or other common household pets may be kept on a Lot, provided that (a) they are not kept, bred, or maintained for any commercial purposes; (b) in the District's opinion, they do not make objectionable noises or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within an enclosed yard on a Lot occupied by the owner of such pets or on a leash being held by a person capable of controlling the animal; (d) the Owner of the Lot properly disposes of all pet waste; (e) the Owner shall be financially responsible and liable for any damage caused by such pets; and (f) they are not in violation of any other provision of the Restrictions or any Applicable Laws. A "reasonable number" as used in this Section 8.23 shall mean not more than four (4) common household pets per Lot, provided, however, that the District in a Supplemental Declaration may, from time to time, determine that a reasonable number in any instance may be more or less than the above number. The District shall have the right to prohibit any animal which, in the sole opinion of the District, is not being kept in accordance with the restrictions contained herein. The District may adopt and enforce additional rules and regulations governing the subject of pets within the Property.

8.24 Nuisance and Waste. No noxious or offensive activity shall be permitted in or on any Lot nor shall anything be done therein which may be or become an annoyance, disturbance or nuisance to any Owner. No trash, garbage or other forms of waste shall be discarded on any Lot except in trash cans with secure tops.

8.25 Violation of Law. Nothing shall be done or kept in or on any Lot or any portion of the Property which would be in violation of any Applicable Laws.

8.26 Unsightliness. No unsightly conditions, structures, facilities, equipment or objects shall be permitted to remain on any Lot if they are visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, service areas, storage areas and compost piles shall be appropriately screened from view and no clotheslines shall be permitted on any Lot. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view.

8.27 Restrictions on Temporary Structures. Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual, continuous construction, alteration, repair or remodeling of any Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. No camper, tent, trailer, motorhome, mobile home or other temporary structure shall be used as a living quarters within the Property.

8.28 Insurance Risks. No Lot may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on other Lots within or on any other portion of the Property or would result in any increase in the premium for any such insurance. This Section 8.28 shall not be construed as prohibiting the normal use of barbecue grills and propane fire pits and heaters on outdoor terraces or patios, subject to reasonable regulation by the Districts.

8.29 Hazardous Activities/Fires. No activities shall be conducted which are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged, no exploding fireworks shall be set off and no open fires shall be lighted or permitted except in a contained barbecue unit, indoor or outdoor fireplace or fire pit which is attended by the Owner or Occupant. Trash, leaves, and other similar materials shall not be burned.

8.30 Storage of Explosives, Gasoline, and Similar Substances. No Lot shall be used for storage of explosives, gasoline or other volatile or incendiary materials or devices. Gasoline or fuel for a lawn mower, snowblower, and the like may be maintained on an incidental basis on a Lot if the amount so kept does not exceed five gallons and is kept in UL approved containers. Gasoline or other volatile or incendiary materials or devices shall be stored only in a manner that strictly complies with all Applicable Laws.

8.31 Leases. The Owner of a Lot shall have the right to lease such Owner's Residence, subject to the conditions set forth in this Section 8.31. No Owner may, if less than the entire Residence is leased, lease or rent to more than one (1) person for each otherwise unoccupied bedroom located in the Residence. Residences may be leased, rented or licensed for short-term rentals of at least one full day through companies such as Airbnb or VRBO or local real estate or rental companies, provided that such short-term rentals, leases or licenses comply with the

ordinances and regulations of the City, including, without limitation, occupancy limits. Any short-term or long-term lease or other agreement granting an occupancy right shall (i) be in writing, (ii) provide that the lease agreement is subject to the terms of this Declaration and all Rules and Regulations, (iii) state that the failure of the lessee to comply with the terms of such documents shall constitute a default, and (iv) provide that such default shall be enforceable by any District. Both the Owner and the lessee(s) shall be jointly and severally liable to the District for any and all violations of this Declaration or Rules and Regulations and for damages to any part of the Property and any improvements located thereon caused by said lessee(s). Leasing of a Residence shall not relieve the Owner of his or her rights, responsibilities and obligations under this Declaration and the Rules and Regulations.

8.32 Rules and Regulations. Rules and Regulations concerning and governing the use of the Property, or any portion thereof, may be adopted, amended or repealed from time to time by the District. Such Rules and Regulations may address matters not appearing in this Declaration as well as matters appearing in this Declaration, provided that the Rules and Regulations shall not contradict the provisions of this Declaration. The District may establish and enforce penalties for the infraction of such Rules and Regulations including, without limitation, the levying and collecting of Fines.

8.33 Easement Areas. By taking title to any Lot in the Property, each Owner acknowledges that certain portions of the Property are subject to easement rights in favor of the Declarant, the District, and other parties. Notwithstanding any other provision of this Declaration, no Owner shall be allowed to use any portion of the Property or place any trees, structures, fences or other improvements on any portion of the Property that would violate any use restrictions contained in any easement, Plat or other document creating easement rights.

8.34 Disclaimer Regarding Safety. THE DECLARANT AND THE DISTRICTS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT THE DECLARANT AND THE DISTRICTS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE RESTRICTIONS AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY.

ARTICLE IX ENFORCEMENT

9.1 Enforcement. The District shall be responsible for the administration and enforcement of the Restrictions and the Rules and Regulations, and shall have the right to: (a) accept complaints for Violations of the Restrictions and the Rules and Regulations; (b) submit complaints regarding Violations of the Restrictions and the Rules and Regulations; (c) inspect the Property for violations of the Restrictions and the Rules and Regulations; (d) issue various notices to Owners regarding Violations of the Restrictions and the Rules and Regulations; and (e) provide all administration and enforcement of the Restrictions and the Rules and Regulations as permitted

by this Declaration. The failure of the District to enforce any provision of this Declaration and/or the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued Violation, whether such Violation shall be of the same or of a different provision.

9.2 Purpose and General Authority. The District shall review all complaints and notifications provided by the Declarant or an Owner regarding any alleged Violation. The District also shall have the right to make an investigation on its own regarding potential Violations. The District shall have the authority to determine whether a Violation has occurred and, upon making such determination, may issue to an Owner a Notice of Violation identifying the particular circumstances or conditions of the Violation and requiring the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied.

9.3 Notice and Hearing Procedures; Remedies.

A. Notice of Violation. For any Violation of the Restrictions and/or Rules and Regulations, the District shall send a Notice of Violation to the Owner and Occupant, with delivery via delivery confirmation and shall identify the particular circumstances or conditions of the Lot that fail to conform to the applicable Restrictions and/or Rules and Regulations. The Notice of Violation shall require the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied, and shall provide the Owner with right to request a hearing to dispute any Violation. Owner shall have fifteen (15) days from the date of the Notice of Violation (unless a different time period is set forth in the Notice) to request a hearing on the Violation. The Notice of Violation shall also contain the date, time, and place of a hearing to be held by the District for the purpose of evaluating the Owner's conformance with the Restrictions and/or Rules and Regulations and to consider the issuance of a finding of Violation if Owner requests a hearing. Failure of the Owner to request a hearing shall be confirmation by Owner of the Violation. If the Owner does not request a hearing or remedy the Violation as set forth in the Notice of Violation, the District may, at its option, pursue those remedies specified in Section 9.3.C.

B. Procedure for Hearing. On the date and time of the hearing specified in any Notice of Violation, the District shall hear and consider information and evidence presented by any Owners or other interested parties regarding the conformance of the subject Lot with such Restrictions and/or Rules and Regulations. The hearing shall be conducted in accordance with any rules and procedures promulgated by the District. Not more than five (5) business days following the hearing, the District shall either: (i) make a finding that the Lot is in compliance with the applicable Restrictions and/or Rules and Regulations; (ii) make a finding that the Lot is in Violation of the applicable Restrictions and/or Rules and Regulations; or (iii) continue the hearing to a date certain for the purpose of obtaining additional information regarding the alleged Violation. The decision of the District shall be final. Where the Lot is determined to be in Violation of the Restrictions and/or Rules and Regulations, the District shall issue a written finding of Violation, which shall include the time period in which the Violation is to be corrected, remedied or otherwise removed. Following such decision, any noncompliant Owner shall correct, remedy, or otherwise remove the Violation within the time period specified in the written finding of the District. If the Owner does not comply within the specified time period, the District may, at its

option, pursue those remedies specified in Section 9.3.C. Notwithstanding anything to the contrary contained herein, at any time prior to the District's final determination of Violation, an Owner may notify the District in writing that the Violation has been corrected, remedied or removed. Following inspection of the Lot by the District and confirmation that the Lot is in compliance, the District may suspend or dismiss all actions to enforce its remedies.

C. Remedies. The District may remedy any Violation and seek to enforce the Restrictions and any Rules and Regulations by appropriate proceedings at law or in equity against those Persons violating or attempting to violate any such provision, including, without limitation, the following:

(1) The District shall have the right to remove, correct or otherwise remedy any Violation in any manner the District deems appropriate, which may include, without limitation, adding an Improvement to the Lot, removing an Improvement in Violation or obtaining an injunction prohibiting a restricted use of the Lot.

(2) The District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Declaration and/or any Rules and Regulations and the District shall be entitled to recover all costs and attorney's fees associated with bringing the action.

(3) The District may levy Fines against a Lot Owner, or such Owner's lessee, for failure to cure the Violation, and such Fines shall constitute a lien against the Lot until paid as further provided herein.

(4) The District shall be entitled to collect, and shall have a lien against the Lot subject to the Violation, (i) to secure payment for reimbursement by the violating Owner for any remedial work performed by the District required to remove, correct or otherwise remedy the Violation, (ii) for payment of expenses incurred in obtaining injunctive relief, including costs and attorney's fees, plus the following amounts, to the extent not inconsistent with Applicable Laws and (iii) for all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. Pursuant to Section 32-1-1001(1)(j), C.R.S., until paid to the District, all such fees, rates, penalties or charges due to the District shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. In any foreclosure, the non-prevailing Party shall be required to pay the reasonable costs, expenses, attorney and expert witness fees of the prevailing Party. Any additional amounts owing under this Declaration which are unpaid and established in accordance with the provisions of this Article may be added as a claim in the foreclosure proceeding by an amendment of the complaint in foreclosure.

ARTICLE X DISPUTE RESOLUTION

10.1 Resolution of Disputes. All Disputes (as defined below) shall be subject to and be resolved subject to the following:

A. Any action, dispute, claim or controversy between the Declarant or the Districts and the Owners, or any of them, whether sounding in contract, tort or otherwise, and whether or not concerning an individual Lot or other portion of the Property (each a "Dispute" and collectively, whether all or less than all, the "Disputes"), shall be brought in the District Court for the County of Larimer, State of Colorado, and shall be subject to the provisions of this Article 10.

B. At the request of any party to any lawsuit between the Declarant or the District and one or more Owners, such lawsuit shall be heard by a retired or resigned judge pursuant to the provisions of Section 13-3-111, C.R.S., as amended, and Rule 122, Colorado Rules of Civil Procedure, as amended. The parties to such lawsuit shall execute and deliver an agreement and other documents as needed to obtain the appointment of such retired or resigned judge to hear such lawsuit in compliance with the provisions of such statute and rule as a condition precedent to the lawsuit proceeding. If the party filing such lawsuit fails or refuses to execute any document required under such statute and rule, the lawsuit shall be dismissed without prejudice. Upon any refiling of such lawsuit or assertion of the same or similar claims in a subsequent lawsuit, the foregoing provisions of this paragraph shall apply.

C. Notwithstanding any provisions in this Declaration to the contrary, this Section 10.1 shall not be amended without the prior written consent of the Declarant.

10.2 Applicability to the District. Any claims made against the District or its Governing Board, officers, employees, servants, agents, or authorized volunteers shall be subject to the limitations of the Colorado Governmental Immunity Act.

ARTICLE XI DURATION, AMENDMENT AND TERMINATION

11.1 Duration. The covenants, conditions and restrictions contained in this Declaration shall run with the Property, and, except as otherwise specifically set forth in a Supplemental Declaration, shall be binding on all Lot Owners, their legal representatives, heirs, successors and assigns, and shall be in effect in perpetuity unless amended or terminated as provided in this Declaration.

11.2 Amendment and Termination. Except as otherwise provided in this Declaration, this Declaration may be amended by (a) either modifying or deleting any existing provisions, or (b) adding new provisions or (c) terminating the Declaration at any time by a written and recorded instrument containing the consents of the then record Owners of at least sixty-seven percent (67%) of the Lots subject to this Declaration; provided, however, that at any time that the Declarant owns a Lot or any other real property subject to this Declaration, any amendment to this Declaration shall be strictly conditioned on the Declarant's written consent. Furthermore, to the extent the Property and this Declaration has been submitted to and approved by HUD or any Government Mortgage Agencies (collectively "Agency"), all amendments to this Declaration must have the approval by any of the foregoing entities that have approved the same and have outstanding guaranteed loans secured by Lots within the Property. To the extent that the approval of any Agency or First Mortgagee is required, then, if any Agency or First Mortgagee fails to respond to any written proposal for such approval within thirty (30) days after such Agency or First

Mortgagee receives proper notice of the proposal (or such longer time as may be set forth in the notice), such Agency or First Mortgagee shall be deemed to have approved such proposal provided that the notice was delivered to the Agency or First Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XII GENERAL PROVISIONS

12.1 Assignment by Declarant. Any and all of the rights, powers, and reservations of the Declarant contained herein may be assigned (in whole or in part) by the Declarant to the District or to any Person which has succeeded to Declarant's interest in the Property, or any portion thereof. Such assignment and assumption shall be evidenced by a recorded document executed by both Declarant and assignee. Upon such Person evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume the Declarant's duties as set forth in the assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. Upon such assignment, and to the extent thereof, the Declarant shall be relieved from all liabilities, obligations, and duties hereunder after the date of such assignment.

12.2 Assignment by District. Any and all of the rights, powers, and reservations of the District contained herein may be assigned (in whole or in part) by the District to District No. 2 or District No. 3. Such assignment and assumption shall be evidenced by a recorded document executed by both the District and assignee. Upon District No. 2 or District No. 3 evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume the District's duties as set forth in the assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the District herein. Upon such assignment, and to the extent thereof, the District shall be relieved from all liabilities, obligations, and duties hereunder after the date of such assignment.

12.3 No Merger. It is the intent of the Parties that the easements granted and declared by this Declaration shall be perpetual in duration. If any owner shall become the fee owner of any servient tenement burdened by any such easement, whether by operation or law or otherwise, the easement shall continue in full force and effect, despite any partial or complete merger of estates.

12.4 Waiver. No provision in this Declaration is or shall be deemed waived by reason of any failure to enforce the provision, regardless of the number of violations or breaches which may occur. By acceptance of a deed to a Lot, each Owner hereby releases, waives and discharges the Declarant and the Districts and their respective officers, directors, managers, members, partners, agents, employees, 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.

12.5 Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Colorado applicable to conducts made in and to be performed wholly within Colorado.

12.6 Severability. If any provision or term of this Declaration is invalidated, such invalidity shall not affect the validity of the remainder of this Declaration.

12.7 Limited Liability. Neither the Declarant, the District, nor any officers, directors, shareholders, managers, members, partners, agents or employees of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter in which the action taken or failure to act was in good faith and without malice.

12.8 Governmental Immunity. By accepting covenant enforcement and design review services as provided herein, the District does not waive, in whole or in part, of any right, privilege, or protection afforded the District or its Governing Board, officers, employees, servants, agents, or authorized volunteers under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12.9 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 the Declarant, the Districts, or by any of their officers, directors, shareholders, managers, members, partners, agents or employees in connection with any portion of the Property, or any Improvement, its 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, or any other matter whatsoever whether similar or dissimilar to the foregoing, unless and except as specifically set forth in writing.

12.10 Captions. The captions preceding the text of each paragraph and subparagraph hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

12.11 Binding Effect. This Declaration and all covenants, conditions, restrictions, and other provisions hereof shall run with, and be appurtenant to the land affected, and all such terms shall inure to the benefit of and be binding upon the undersigned Owner and its respective successors and assigns who become owners of any portion of the Property.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first written above.

DECLARANT:

FRONT RANGE INVESTMENT HOLDINGS, LLC,
a Colorado limited liability company

By: *Brian Alworth* _{AK}
Authorized Representative

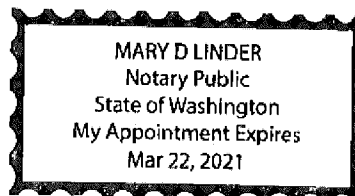
STATE OF WA)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by Brian Alworth as Authorized Representative of Front Range Investment Holdings, LLC, a Colorado limited liability company, as Declarant.

WITNESS my hand and official seal.

Mary D Linder
Notary Public

My commission expires: Mar 22, 2021



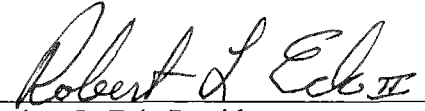
CONSENT TO ENFORCEMENT OF COVENANTS

Pursuant to the attached Master Declaration of Covenants, Conditions and Restrictions for Eagle Brook Meadows (the "Declaration"), the Declarant has designated Eagle Brook Meadows Metropolitan District No. 1 (the "District") as the initial enforcer of the covenants, conditions and restrictions set forth in the Declaration and the provider of design review services to the Property. By signature below, the District hereby consents to enforce the covenants, conditions and restrictions set forth in the Declaration and to provide design review services for the Property, all as set forth in the Declaration.

DISTRICT:

EAGLE BROOK MEADOWS METROPOLITAN DISTRICT NO. 1

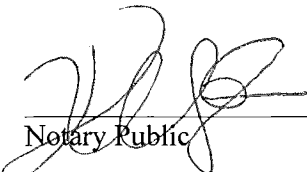
By:


Robert L. Eck, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2019, by Robert L. Eck as President of Eagle Brook Meadows Metropolitan District No. 1.

WITNESS my hand and official seal.


Notary Public

My commission expires: 12/12/2019

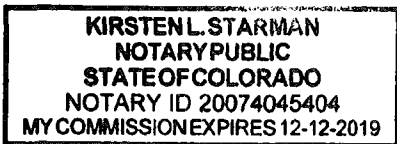


EXHIBIT A

DESCRIPTION OF PROPERTY

The Property subject to this Declaration is situated in the County of Larimer, State of Colorado, and is described as follows:

Lots 1 through 32, both inclusive, Block 1;
Lots 1 through 12, both inclusive, Block 2;
Lots 1 through 12, both inclusive, Block 3;
Lots 1 through 22, both inclusive, Block 4;
Lots 1 through 18, both inclusive, Block 5;
Lots 1 through 15, both inclusive, Block 6;
Lots 1 through 19, both inclusive, Block 7;
Lots 1 through 19, both inclusive, Block 8;
Lots 1 through 17, both inclusive, Block 9;
Lots 1 through 16, both inclusive, Block 10;
Lots 1 through 18, both inclusive, Block 11;
Lots 1 through 9, both inclusive, Block 12;
Lots 1 through 12, both inclusive, Block 13;
Lots 1 through 12, both inclusive, Block 14;
Lots 1 through 10, both inclusive, Block 15;
Lots 1 through 14, both inclusive, Block 16;
Lots 1 through 9, both inclusive, Block 17;
Lots 1 through 11, both inclusive, Block 18;
Lots 1 through 12, both inclusive, Block 19;
Lots 1 through 8, both inclusive, Block 20;
Tracts A, B, C, D, E, F, G, H, I, J, K, L;
Outlot A;

All being in Eagle Brook Meadows First Subdivision to the City of Loveland, Colorado, according to the plat thereof recorded in the Clerk and Recorder's Office of Larimer County, Colorado on November 28, 2006 at Reception No. 20060089602, City of Loveland, County of Larimer, State of Colorado.