

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
BAREFOOT LAKES**

After recording return to:
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BAREFOOT LAKES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAREFOOT LAKES is effective upon recording.

RECITALS

A. Barefoot LLC, a Colorado limited liability company (the “**Declarant**”), recorded that certain Declaration of Covenants, Conditions and Restrictions for Barefoot Lakes in the real property records of Weld County, Colorado, on April 12, 2016, at Reception Number 4194830 (the “**Original Declaration**”).

B. The Declarant and the Owners desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Barefoot Lakes (the “**Declaration**”), and intend, upon the recording of this Declaration, that the Original Declaration shall be superseded and replaced in its entirety by this Declaration.

C. Article 10, Section 10.4 of the Original Declaration provides for and allows this Declaration as follows:

10.4.1 Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of recording of this Declaration. Unless otherwise provided herein, this Declaration may be amended, supplemented and/or terminated, by the affirmative vote or agreement of the Owners of sixty-seven percent (67%) of the Lots then subject to this Declaration. Notwithstanding the foregoing, the Metropolitan District shall not be required to comply with or enforce any Owner-adopted amendments, supplements or termination, until such time as the governing board of the Metropolitan District receives a recorded copy of such amendment, supplement and/or termination.

10.4.2 Notwithstanding anything to the contrary, during the Declarant Development Period, no amendment, supplement or termination of this Declaration shall be effective, without the prior written approval of the Declarant, which may be with conditions and/or requirements.

D. This Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. § 38-33.3-103(8). Therefore, this Declaration shall not be governed by the Colorado Common Interest Ownership Act; and

E. This Declaration imposes the covenants, conditions, restrictions and easements set forth in this Declaration on the Property, and pursuant to C.R.S. § 32-1-1004, and other provisions of Title 32 of C.R.S., the Metropolitan District (as hereinafter defined) is empowered with the

authority to furnish covenant enforcement, design review and other services (collectively, the “**Services**,” as hereinafter more fully defined) for the Property, using revenues that are derived from the Property, as more fully set forth in this Declaration.

F. The undersigned, being the President of the Metropolitan District certifies that Owners of sixty-seven percent (67%) of the Lots subject to the Original Declaration have consented to and approved this Declaration. Additionally, the Declarant has approved this Declaration, as evidenced by its execution below.

ARTICLE 1. DEFINITIONS

Section 1.1 Definitions. In this Declaration, except as otherwise expressly provided or where the context indicates, the following capitalized terms shall have the respective meanings set forth below:

1.1.1 “**Affiliate**” means any Person that, directly or indirectly, is in control of, is controlled by or is under common control with the Person for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to (i) vote 20% or more of the ordinary voting power of such Person, or (ii) direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and either alone or in conjunction with others.

1.1.2 “**Applicable Laws**” means the laws, orders, ordinances, regulations, rules and statutes of all federal, state and local, jurisdictions having authority over the Property, including the Metropolitan District, the Town of Firestone, Weld County, and any other statutorily created governing body including, without limitation, associations.

1.1.3 “**ARC**” means the Architectural Review Committee, which shall be appointed by the Declarant during the Declarant Development Period (as defined in Section 1.1.7), and upon expiration of the Declarant Development Period, appointed by the Metropolitan District, all as provided in Section 2.1 of this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration in relation to Improvements to be constructed, erected, placed, altered, planted, applied, installed or modified upon any Lot after the initial construction of a home on a Lot by the Declarant, a Builder, or an Owner. To the extent (i) the Person with the authority to appoint the ARC, as provided in Section 2.1, has delegated, in writing, some or all architectural authority, to one or more other Persons, or (ii) a representative or committee has been appointed by the ARC to act on its behalf, as provided in Section 2.3.3, then the actions of such Person, representative or committee shall be deemed to be the actions of the ARC.

1.1.4 “**Benefited Parties**” means the Declarant, the Metropolitan District, the ARC, and the NCDRC, and each of their respective parents, subsidiaries, and Affiliates and each of their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns.

1.1.5 “**Builder**” means (i) any Owner who acquires one or more Lots within the Property for the purpose of constructing a building thereon for subsequent sale, and (ii) is designated by the Declarant in writing as a “Builder.”

1.1.6 “**Declarant**” means Barefoot LLC, a Colorado limited liability company, and/or any other Person to whom the Declarant assigns one or more of the Declarant’s rights under this Declaration (which assignment will only be the extent of the Declarant rights to which such assignee succeeds); provided, that no assignment of any Declarant rights shall be effective unless such assignment is duly executed by the assignor Declarant and recorded in the office of the Clerk and Recorder of Weld County, Colorado.

1.1.7 “**Declarant Development Period**” means the period of time commencing on recordation of this Declaration in the Recorder’s Office, and expiring the first to occur of: (a) fifty (50) years after recording of this Declaration, or (b) the surrender by the Declarant of its rights hereunder, which surrender must be evidenced by a written instrument executed by the Declarant and recorded in the Recorder’s Office, which instrument shall detail which rights are thereby being surrendered.

1.1.8 “**Declaration**” means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Barefoot Lakes, as amended from time to time.

1.1.9 “**Design Guidelines**” means the design guidelines for the Property, as adopted as amended from time to time, and further described in Section 2.4 of this Declaration. The Design Guidelines may include guidelines for new construction and/or modifications and may be contained in more than one document, which collectively shall be referred to herein as the “Design Guidelines”.

1.1.10 “**Fees**” means, collectively, (i) any type of charge to any portion of the Property and/or to any Lot for any services or facilities provided through the Metropolitan District to such portion of the Property and/or any Lot, or (ii) any fees imposed by the Metropolitan District, the ARC or the NCDRC for design review and/or enforcement services.

1.1.11 “**Fines**” means any monetary penalty imposed by the Metropolitan District against an Owner due to a Violation of the Governing Documents by such Owner or any Occupant of the Owner’s Lot.

1.1.12 “**Governing Documents**” means this Declaration, any Design Guidelines, any Rules and Regulations and any other documents, rules, regulations or guidelines now or hereafter adopted by or for the Declarant, the Metropolitan District, the ARC or the NCDRC, as may be amended and supplemented from time to time.

1.1.13 “**Improvements**” means all exterior improvements, structures, buildings and any appurtenances thereto or components thereof of every type or kind, any and all landscaping improvements or features, outbuildings, satellite dishes, antennas, patios, patio covers, awnings, solar collectors, roof materials, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, flowers, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any. Improvements include, without limitation, all initial Improvements constructed on any Lot and all subsequent changes, modifications, alterations or adjustments to any previously approved Improvement, including any change of exterior appearance, color, or texture, other than any changes, modifications, alterations or adjustments to the interior of a structure on a Lot. Improvements do not include any Metropolitan District Property.

1.1.14 “**Lot**” means any portion of the real property within the Property that is described and identified as a separate lot, parcel or tract on a recorded plat including any portion of the Property, and which may be sold or conveyed without violation of Applicable Laws.

1.1.15 “**Metropolitan District**” means St. Vrain Lakes Metropolitan District No. 1, St. Vrain Metropolitan District No. 2, St. Vrain Metropolitan District No. 3, and St. Vrain Metropolitan District No. 4, relative to the property within the boundaries of each respective Metropolitan District, and/or any other metropolitan district(s) to which any of the above listed Metropolitan Districts may transfer or assign any or all of the rights and duties of the Metropolitan District under this Declaration. Each such assignment or transfer, if any, shall be effective upon recording in Weld County, Colorado, of a document of transfer or assignment, duly executed by the Metropolitan District. Notwithstanding the foregoing, St. Vrain Metropolitan District No. 2, St. Vrain Metropolitan District No. 3, and St. Vrain Metropolitan District No. 4 each delegates, transfers, and assigns its rights and duties under this Declaration to St. Vrain Metropolitan District No. 1, and St. Vrain Metropolitan District No. 1 shall be considered the “Metropolitan District” for all purposes of this Declaration unless otherwise assigned as provided herein. In addition to the authority to provide the Services (as defined in Section 1.1.25), the Metropolitan District has such other authority with respect to the provision of the Services, as may be permitted by the Special District Act, C.R.S. 32-1-101 et seq., including but not limited to the right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and undertake enforcement actions.

1.1.16 “**Metropolitan District Property**” means any real or personal property, including any infrastructure or other Improvements, owned, leased or being constructed by or on behalf of the Metropolitan District in connection with the Property. Notwithstanding anything to the contrary, including the location of the Metropolitan District Property within the Property, the Metropolitan District Property shall not be subject to this Declaration.

1.1.17 “**NCDRC**” means the New Construction Design Review Committee, which shall be appointed by the Declarant as more fully provided herein for the purpose of administering the architectural approval and design review provisions contained in this Declaration in relation to the initial Improvements to be constructed, erected, placed, planted, applies or installed upon any Lot.

1.1.18 “**Occupant**” means any Person, other than the Declarant, the Declarant’s Affiliates, a Builder, the Metropolitan District, the ARC or the NCDRC, that uses or occupies any portion of a Lot under an ownership right or any lease, sublease, license or concession or other use and occupancy agreement, any guests and invitees of any Owner or Occupant and any other Person that uses any portion of the Property.

1.1.19 “**Owner**” means each fee simple title holder of a Lot, including the Declarant, the Declarant’s Affiliates and/or, any Builder, but does not include a Person having a security interest in a Lot, including, without limitation, a mortgagee. If there is more than one fee simple holder of title, “Owner” includes each such Person, jointly and severally.

1.1.20 “**Person**” means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof.

1.1.21 “**Plans and Specifications**” means complete plans and specifications of a proposed Improvement, in the requisite number and format, and containing such information as required by the Design Guidelines, and any other information and materials as may be required by the ARC or the NCDRC, as applicable. By way of example, the Design Guidelines may require plans and specifications to show exterior design, height, materials, color, and location of the Improvement, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan.

1.1.22 “**Property**” means the real estate described on the attached **Exhibit A**, as supplemented and amended from time to time, including any property annexed to this Declaration by the Declarant as set forth in 6.4 of this Declaration, as the same may now or hereafter be improved, and as the Declarant, any Builder or Owner may now or hereafter

subdivide or re-subdivide, or any portion thereof, provided, however, Property does not include any property that has been withdrawn as provided in Section 6.5 of this Declaration.

1.1.23 “**Recorder’s Office**” means the Clerk and Recorder’s Office for Weld County, Colorado.

1.1.24 “**Rules and Regulations**” means rules and regulations concerning, without limitation, (i) the use of the Property, (ii) other restrictions governing the conduct of Owners and/or Occupants, and/or (iii) rules and regulations specific to Lots, as such rules and regulations are adopted, amended, repealed or modified by the Declarant during the Declarant Development Period, or by the Metropolitan District thereafter. Rules and Regulations are binding upon all Owners and Occupants.

1.1.25 “**Services**” means the services that the Metropolitan District is empowered to provide pursuant to C.R.S. §32-1-1004, as amended, and other provisions of Title 32 of C.R.S., as amended, including but not limited to covenant enforcement, design review, and trash collection.

1.1.26 “**Supplemental Declaration**” means any supplement to this Declaration that amends this Declaration, or adds or withdraws real property to the Property, and is recorded in the Recorder’s Office.

1.1.27 “**Violation**” means (a) an Improvement that has been installed or constructed without obtaining the approval of the ARC or the NCDRC, as applicable, (b) an Improvement that was not installed or constructed in substantial compliance with the approval that was granted by the ARC or the NCDRC, as applicable, or (c) any other violation of the Governing Documents by an Owner or Occupant.

Section 1.2 Incorporation of Recitals. The recitals are incorporated into this Declaration by this reference.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1 Composition of ARC and the NCDRC. There are hereby established two committees to carry out the architectural review and approval process set forth herein.

2.1.1 The ARC shall be responsible for reviewing and deciding upon requests from Owners for Improvements to be constructed, erected, placed, altered, planted, applied, installed or modified upon any Lot after the initial construction of a home and/or landscaping on the Lot by the Declarant, a Builder or an Owner. The ARC shall consist of those persons or entities appointed as provided herein. The Declarant has the authority to appoint and remove the members of the ARC, and/or to delegate some or all architectural

authority (as provided in Section 2.2 hereof) during the Declarant Development Period. After expiration of the Declarant Development Period, the governing board of the Metropolitan District has the authority to serve as, appoint and remove the members to the ARC, and/or to delegate some or all architectural authority (as provided in Section 2.2 hereof). The appointments of all then-current members of the ARC who were appointed by the Declarant shall automatically terminate on the date which is thirty (30) days after expiration of the Declarant Development Period.

2.1.2 Until the expiration of the Declarant Development Period, in addition to the ARC, there shall exist the NCDRC. The NCDRC shall be responsible for reviewing and deciding upon requests from Builders or Owners for the initial Improvements to be constructed, erected, placed, planted, applied or installed on any Lot by a Builder or an Owner. The NCDRC shall consist of those persons or entities appointed by the Declarant.

Section 2.2 Delegation of Some or All Architectural Authority. The Person with the authority to appoint the members of the ARC, as provided in the preceding Section 2.1.1, shall have the right and authority to: (i) delegate, in writing, some or all architectural authority as it relates to all or any portion of the Property to one or more other Persons, including one or more management companies or metropolitan or other district(s), by entering into intergovernmental agreement(s) or other document(s) or agreement(s); and (ii) withdraw, in writing, any delegated authority.

Section 2.3 Architectural Review Requirements; Authority of the ARC and the NCDRC.

2.3.1 Subject to the provisions of this Declaration, no Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified upon any Lot unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot must submit Plans and Specifications of the proposed Improvement to the ARC or the NCDRC, as applicable, for review and consideration, and then receive approval in writing as provided herein, all in accordance with any applicable Design Guidelines and/or the Rules and Regulations. An Owner may designate in writing a Person other than Owner to submit Plans and Specifications as a co-applicant with Owner.

2.3.2 The ARC and NCDRC shall endeavor to exercise their judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, buildings, landscaping and structures. Neither the ARC nor the NCDRC will review or approve any proposed Improvements in relation to whether the same complies with Applicable Laws. Rather, the Owner is required to submit proposed Improvements to the applicable governmental entities for approval and a determination of compliance with Applicable Laws. In its review of any Plans and Specifications, the ARC or the NCDRC, as

applicable, may require, as a condition of its consideration of the approval request, that the Owner pay Fees and reimburse the ARC or the NCDRC for the expenses incurred in the process of review and approval or disapproval of the Plans and Specifications.

2.3.3 The ARC may, at any time, appoint a representative or committee to act on its behalf. If so, then the actions of such representative or committee, or the Metropolitan District, as applicable, shall be the actions of the ARC. However, if such a representative or committee is appointed, then the ARC shall have full power over such representative or committee, including the power to at any time withdraw from such representative or committee, any authority to act on behalf of the ARC, and the power to at any time remove or replace such representative or committee.

2.3.4 An Owner whose plans have been disapproved or conditionally approved by the ARC or any representative or committee appointed to act on its behalf pursuant to Section 2.3.3 above may appeal such decision to the governing board of the Metropolitan District. The governing board of the Metropolitan District shall review the decision pursuant to the criteria set forth in this Article and the Design Guidelines. Any decision of the ARC or any representative or committee appointed to act on its behalf may be overruled and reversed on appeal by a majority of the governing board of the Metropolitan District by a written decision setting forth the reasons for the reversal when the governing board concludes that the decision of the ARC or the representative or committee appointed to act on its behalf was inconsistent with the criteria set forth in this Article and/or the Design Guidelines.

Section 2.4 Guidelines. If the Design Guidelines conflict with this Declaration, this Declaration controls. The Design Guidelines bind the Property and each Owner, as applicable to the specific Lot. The ARC may promulgate, adopt, enact, modify, amend, repeal, and re-enact architectural and landscape standards, rules, regulations and/or guidelines, related to matters within its purview. Likewise, the NCDRC may promulgate, enact, modify, amend, repeal, and re-enact architectural and landscape standards, rules, regulations and/or guidelines related to matters within its purview. Any promulgation, adoption, enactment, modification, amendment, repeal and/or re-enactment of any Design Guidelines shall not require the approval of Owners. The Design Guidelines may include, without limitation: clarification of designs and materials that may be considered in architectural approval and requirements for submissions, procedural requirements, and specifications of acceptable Improvements that may be installed without prior review or approval. In addition, the Design Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Design Guidelines may state that a certain type of door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. The Design Guidelines may further establish different standards, rules, regulations and/or guidelines for different portions of the Property, as long as such standards, rules, regulations and/or guidelines are applied uniformly and consistently in relation to all portions of the Property to which they apply. All Improvements

proposed to be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot by any Owner shall be done and used in accordance with the Design Guidelines and this Declaration.

Section 2.5 Cooperation. The ARC and the NCDRC have the right and authority to enter into agreements and otherwise cooperate with any architectural review or similar committees, any metropolitan or other districts, or one or more boards or committees that exercise architectural or design review functions, or any other Person, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the ARC or the NCDRC. Cooperation may include, without limitation, collection, payment, and disbursement of Fees, Fines or charges.

Section 2.6 No Liability. Neither the ARC, the NCDRC, the Metropolitan District, the Board of Directors of the Metropolitan District, the Declarant, the Person who then has the authority to appoint the ARC, nor any representative or committee appointed by the ARC, (the “Released Parties”) are liable to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve (which may be with conditions and/or requirements) or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with Applicable Laws or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the ARC or the NCDRC will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to Applicable Laws or complies with any other standards or regulations, and will not constitute a warranty by the ARC or the NCDRC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants’ intended use. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Neither the ARC nor the NCDRC will make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural or landscape requests and the Released Parties shall not be liable for any disputes relating to the same. Each Owner (i) waives and releases the Released Parties from all claims related to approval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The ARC members and NCDRC members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The ARC members and NCDRC members, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the ARC or the NCDRC.

Section 2.7 Variance. The ARC and the NCDRC, as applicable, may, but under no circumstances are obligated to grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or by the Design Guidelines in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments will be granted in the sole discretion of the ARC or the NCDRC, as applicable, and may only be granted if such variance does not impose a material detriment or injury to any other property or improvements within the Property and does not militate against the general intent and purpose hereof. However, any variance that may be granted under this Section is only a variance from the requirements of the applicable Governing Document for the individual applicant, and is not a variance from the requirements of any applicable governmental or quasi-governmental agency or entity. No granting of a variance or adjustment to any one applicant/Owner shall constitute a variance or adjustment, or the right to a variance or adjustment, to any or all other applicants/Owners.

Section 2.8 Waivers; No Precedent. The approval or consent of the ARC or the NCDRC to any application for approval shall not be deemed to constitute a precedent as to any other matter and shall not obligate the ARC or the NCDRC to approve any similar submittal thereafter. Any changes in Plans and Specifications previously approved by the ARC or the NCDRC must be reviewed and approved by the ARC or the NCDRC, as applicable, in the same manner as the initial Plans and Specifications.

Section 2.9 Declarant and Metropolitan District Exemption. Notwithstanding anything to the contrary, the Declarant, the Declarant's Affiliates, and the Metropolitan District are exempt from any and all provisions of the Governing Documents that require approval from the ARC or the NCDRC.

ARTICLE 3. RESTRICTIONS

Section 3.1 Property Subject to Applicable Laws and this Declaration. Notwithstanding anything in this Declaration to the contrary, the Property is subject to Applicable Laws and all applicable documents recorded in the Recorder's Office. The Declarant declares that all Lots shall be held and sold, conveyed, used, improved, occupied, owned, resided upon and encumbered, subject to the provisions, conditions, limitations, restrictions, agreements and covenants in this Declaration.

Section 3.2 Use/Occupancy. All Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, Lots may be used for business activities provided that the following are satisfied:

3.2.1 The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

3.2.2 The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;

3.2.3 The business does not result in an undue volume of traffic or parking within the Property, which determination may be made by the Board of Directors in its sole discretion from time to time;

3.2.4 The business conforms to all zoning requirements and is lawful in nature; and

3.2.5 The business conforms to any Rules and Regulations that may be imposed by the Declarant or the Metropolitan District from time to time on a uniform basis to protect the peace, tranquility and quality of the Property.

Section 3.3 Leasing and Occupancy. “**Leasing**” for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a rent, fee, service, gratuity or emolument. All such leases must (i) be in writing, (ii) be specifically subject to the Governing Documents, and (iii) be effective for a term of no less than six months. Any failure of a lessee to comply therewith shall be a default under the lease. The Owners shall be liable for any violation of the Governing Documents committed by such Owner’s tenant, without prejudice to such Owners’ right to collect any sums paid for the tenant. The Owner must make available to the lessee copies of the Governing Documents.

Section 3.4 Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property except by the Declarant or by a party acting under written authorization of the Declarant. As set forth in Section 8.1, each Owner, by taking title to a Lot, acknowledges that certain property abutting and/or adjacent to the Property is or may become subject to Oil and Gas Operations (as defined in Section 8.1). In no event shall such Oil and Gas Operations be deemed to be prohibited by this Section 3.4.

Section 3.5 Restrictions on Pets. No animals, birds, livestock, reptiles or insects of any kind may be raised, bred, kept or boarded in or on a Lot, except as permitted by Applicable Laws and in compliance with any Rules and Regulations, which may be more restrictive than Applicable Laws. Each animal must be controlled by its owner and is not allowed off an Owner’s Lot except when properly controlled and accompanied by its owner or his or her representative, who is responsible for collecting and properly disposing of any animal waste. An Owner’s and/or Occupant’s right to keep animals is coupled with the responsibility to pay for any damage caused by such animal, as well as any costs incurred as a result of such animals.

Section 3.6 Antennae. "**Permitted Antennas**" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Declarant, during the Declarant Development Period, and the governing board of the Metropolitan District thereafter, may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 3.7 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill, shall be erected, placed or permitted upon any Lot without the prior written approval of the ARC or the NCDRC, as applicable.

Section 3.8 Nuisances. No Owner or Occupant will permit a nuisance on its Lot. Owners and Occupants will not permit any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot. This Section 3.8 does not apply to any activities of the Declarant, Declarant's Affiliates or of a Builder. No Owner or Occupant shall permit any noxious or offensive activity upon any Lot.

Section 3.9 Vehicular Parking, Storage, and Repairs.

3.9.1 Parking upon any Metropolitan District Property shall be regulated by the Metropolitan District.

3.9.2 Vehicles shall be parked in the garages, in the driveways servicing the Lots or in appropriate spaces or areas within a Lot as may be approved by the ARC or the NCDRC, as applicable, from time to time in that order of priority. The Declarant, during the Declarant Development Period, and the governing Board of the Metropolitan District

thereafter, may adopt Rules and Regulations pertaining to vehicles and parking within the Property from time to time not inconsistent with this Declaration.

3.9.2 Garages shall not be used in such a manner that will preclude the parking of vehicles within them, including but not limited to storage of items that prevents the parking of vehicles. Garages shall not be converted to livable space.

3.9.3 The following may not be parked or stored on a Lot unless such parking or storage is within a garage on a Lot, or unless authorized by the Rules and Regulations or as otherwise exempted by Colorado law: oversized vehicles, , commercial vehicles (as may be further defined in the Rules and Regulations), trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by Rules and Regulations. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any Metropolitan District Property, Lots, or any improvement located thereon.

3.9.4 No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by Rules and Regulations.

3.9.5 No motor vehicle may impede the safe and efficient use of streets within the Property by residents, obstruct emergency access to/from the Property or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Property.

3.9.6 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages in the Property. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

3.9.7 Parking in fire lanes (as designated by the Declarant or the Metropolitan District or as designated by local government or a local fire protection authority) shall not be permitted.

3.9.8 If any vehicle is parked in violation of this Section or in violation of the Rules and Regulations, the Metropolitan District impose fines pursuant to its enforcement authority hereunder.

3.9.9 If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Lot, or otherwise creates a hazardous condition, the vehicle may be towed or booted immediately.

3.9.10 If a vehicle is towed or booted in accordance with this Section, neither the Metropolitan District nor any officer or agent of the Metropolitan District shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Metropolitan District's right to tow or boot is in addition to, and not in limitation of all other rights of the Metropolitan District, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Metropolitan District may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 3.10 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of a Lot which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any Lot except with the prior written approval of the ARC or the NCDRC, as applicable.

Section 3.11 No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any Lot within the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Property. No open fires shall be lighted or permitted on any Property within the Property except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 3.12 Restrictions on Clotheslines and Storage. No clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted by the Design Guidelines and is expressly approved in writing by the ARC or the NCDRC, as applicable.

Section 3.13 Restrictions on Signs and Advertising Devices. No ARC or NCDRC approval is required for signs. However, any temporary signs must comply with any applicable

provisions of the relevant Final Development Plan for the Property and/or applicable Town of Firestone codes.

Section 3.14 Temporary Structures; Unightly Conditions. No structure of a temporary character, including a house, trailer, shack, mobile home, storage shed, or outbuilding may be placed or erected upon any Lot except (i) by the Declarant, Declarant's Affiliates or a Builder at any one time or (ii) by Owner during construction, alteration, repair or remodeling of Improvements. If placed by Owner only necessary temporary structures for storage of materials may be erected and maintained. A Lot Owner's construction or alterations, except during initial construction by the Declarant, Declarant's Affiliates or a Builder, of any Improvements must be prosecuted diligently from the commencement until completion. Further, no Owner, except during initial construction by the Declarant, Declarant's Affiliates or a Builder, will permit any unsightly conditions or equipment on any Lot to be visible from a street.

Section 3.15 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Metropolitan District Property or on any Lot, unless placed in a suitable container and suitably located, and in no event shall garbage, refuse, rubbish, or cuttings be deposited, even temporarily for the purposes of pick up, on the sidewalks in front of any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner, and when not placed out for pickup must be stored in an enclosed garage or otherwise screened from view from the ground level of any other Lot or the street.

If trash removal and/or recycling services are provided by the Metropolitan District to Owners, then the Metropolitan District shall have the exclusive right to engage a trash removal contractor on behalf of the Owners. In such event, the Metropolitan District may levy and collect fees, charges, and other amounts to be imposed upon the Lots for such trash removal and recycling services; provided, however that such fees, charges and other amounts must be derived from within the boundaries where the trash removal and recycling services are required or performed. The scope, frequency, and all other matters with respect to such trash removal and recycling services, shall be determined by the Metropolitan District. Without limiting the generality of the foregoing, Metropolitan District may, for example, elect to provide for regularly scheduled trash pick-ups and recycling, but may require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or other recycling and may limit the items eligible for trash pick-up and/or recycling from time to time.

Section 3.16 Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon such Owner's Lot at the slope and pitch fixed by the final grading thereof. No Owner shall interfere in any way with the established drainage pattern over any real property which he or she has a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot which an Owner has a duty to maintain, then the Owner must submit a plan to the ARC for review and consideration as provided for herein.

For purposes of this Section, “established drainage” is defined as the drainage which exists at the time final grading of a Lot is completed.

Section 3.17 Maintenance. Each Lot and all Improvements located thereon must at all times be kept in a clean and slightly condition and in good order and repair by the Owner thereof.

Section 3.18 Fences. Other than fences which may be constructed, installed or located by Declarant, Declarant’s Affiliates or by a Builder, no fences are permitted on the Property except in accordance with the Design Guidelines and with the prior written approval of the ARC. Each Lot Owner must maintain any fences on his or her Lot. Notwithstanding, if the Lot abuts open space or tracts owned and/or maintained by the Metropolitan District, the Metropolitan District will maintain such fences and shall have such easements rights as necessary over the Lot to perform such maintenance.

Section 3.19 Damage or Destruction to Lots or Metropolitan District Property. Any damage to or destruction of any structure or Improvement located on a Lot shall be promptly repaired and replaced by the Owner of the Lot, in accordance with this Declaration. “Repaired and replaced,” as used in this Section 3.19, means restoring the structure or Improvement to substantially the same condition in which it existed immediately prior to such damage or destruction. An Owner shall be liable for damage to any Metropolitan District Property caused by or resulting from the Owner’s maintenance, lack of maintenance or work on the Owner’s Lot.

Section 3.20 Bodies of Water. Use of all wetlands, lakes, ponds and streams and abutting and adjacent shore land, beaches, greenbelt and park facilities on the Property (collectively, the “**Water Body Areas**”) are expected to generate an unpredictable amount of visible and audible impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Water Body Areas (the “**Water Body Activities**”). The Water Body Activities include, without limitation: (i) movement and use of operations, maintenance, commercial and construction vehicles and equipment over adjacent streets and over, around and through the Water Body Areas; (ii) activities relating to the construction, operation and maintenance of the Water Body Areas; (iii) activities relating to the use of the Water Body Areas (including without limitation, swimming, water sports, use of water apparatus; and non-motorized vehicles, activities and sports related to beach use, picnicking and other recreational activities; provided, however, no motorized watercraft or vehicles are permitted except such motorized watercraft and vehicles that may be used by lifeguard personnel); (iv) organized and special events relating to the activities described in clause (iii) above; (v) public use facilities; (vi) public parking and the traffic related thereto; (vii) other activities permitted by law. The Water Body Activities may occur during daytime and nighttime as more particularly set forth in the Rules and Regulations. It is contemplated the Water Body Areas are to be owned by the Metropolitan District or another governmental entity, but nothing contained herein shall prevent the Metropolitan District from conveying ownership of the Water Body Areas, or from entering into separate agreements, at the discretion of the Metropolitan District, for the operation and maintenance of the Water Body Areas.

The use of the Water Body Areas shall be subject to any Rules and Regulations adopted by the Metropolitan District governing the same. Each Owner shall be responsible for, and shall indemnify the Declarant, the Metropolitan District and all other Owners against any liability, loss, costs or expenses, including attorneys' fees, relating to any injury to person or property arising out of any authorized or unauthorized use of any of the Water Body Areas by such indemnifying Owner or such indemnifying Owner's tenants, agents, employees, customers, contractors, licensees, guests or invitees, or of any of the above of the Owner's tenants.

Section 3.21 Exceptions for Construction. During the course of actual construction of Improvements, the above use restrictions in this Article 3 shall not apply to the extent reasonably necessary to permit such construction to be undertaken in a reasonable manner, provided that nothing is done or occurs during the period of construction that will result in the violation of any such use restriction upon the completion of such construction.

Section 3.22 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Property or any portion thereof may be adopted, amended, or repealed from time to time by the Declarant during the Declarant Development Period, and thereafter by the Metropolitan District, which may include penalties for the infraction thereof.

ARTICLE 4. COVENANT ENFORCEMENT

Section 4.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in the Governing Documents may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity. The Declarant, during the Declarant Development Period, the Metropolitan District and any aggrieved Owner, shall have the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. Except as otherwise provided in Article 7 of this Declaration, in any action instituted or maintained under the Governing Documents, the prevailing party shall be awarded its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums; except that, any Person who brings an action against the Declarant, any Builder, the Metropolitan District, the ARC or the NCDRC, regarding enforcement, or non-enforcement, of any provision(s) of the Governing Documents, shall not be awarded their costs or any attorney fees. Failure by the Declarant, the Metropolitan District, the ARC, the NCDRC or any Owner, to enforce any covenant, restriction or other provision contained in the Governing Documents, shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of the Governing Documents, regardless of the number of violations or breaches that may occur.

Section 4.2 Violation of Governing Documents. If any Owner or Occupant is in Violation of the Governing Documents, then in addition to any enforcement and remedies available to the Metropolitan District, and in accordance with the procedures in Section 4.6, the Metropolitan District may invoke any one or more of the following remedies: (a) levy Fines upon such Owner for each Violation; (b) cause the Violation to be cured and charge the cost thereof to such Owner; and/or (c) obtain injunctive relief against the continuance of such Violation. Before invoking any of the foregoing remedies, the Metropolitan District shall give such Owner prior written notice of the Violation, including a specific description of the Violation and require Owner to take such action as may be necessary to remedy the Violation, including the time period in which the Violation is to be remedied.

Section 4.3 Metropolitan District Enforcement. If the Metropolitan District has engaged a management company, the management company shall have the same rights as the Metropolitan District under this Article 4. The Metropolitan District's management company shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for Violations of the Governing Documents; (b) submit complaints regarding Violations of the Governing Documents; (c) inspect the Property for Violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents.

Section 4.4 Purpose and General Authority. The Metropolitan District shall review all complaints and notifications provided by the Declarant, Declarant's Affiliates, an Owner, an Occupant, the ARC or the NCDRC regarding any alleged Violation. The Metropolitan District also has the right to make an investigation on its own regarding potential Violations. The Metropolitan District has the authority to determine whether a Violation has occurred by any Owner or Occupant, and upon such determination, may issue to an Owner a Notice of Violation identifying the particular circumstances or conditions of the Violation and 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 as further set forth in Section 4.6.

Section 4.5 Fees and Expenses. All expenses of the Metropolitan District must be paid by the Metropolitan District with revenues derived from that portion of the Property with respect to which the enforcement services are required or performed. The Metropolitan District has the right to charge Fees and Fines for costs of enforcement of the Governing Documents and the costs incurred to correct, remedy or otherwise remedy Violations, in amounts which may be established by the Metropolitan District from time to time.

Section 4.6 General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.

4.6.1 *General Inspection.* Any member or authorized agent or consultant of the ARC, the NCDRC, or any authorized officer, director, employee or agent of the Metropolitan District may enter upon any Lot at reasonable hours, excluding any habitable structure and the interior of any structure thereon, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged Violations of the Governing Documents.

4.6.2 *Remedies.* If an Owner is in Violation of the Governing Documents, the Metropolitan District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies:

4.6.2.1 The Metropolitan District may record a notice of violation against the Lot on which the Violation exists;

4.6.2.2 The Metropolitan District has the right to remove, correct or otherwise remedy any Violation in any manner the Metropolitan District deems appropriate; and

4.6.2.3 The Metropolitan District may file an action for injunctive relief to cause an existing Violation to be brought into compliance with the Governing Documents and the Metropolitan District shall recover all costs and attorneys' fees associated with bringing the action.

4.6.2.4 The Metropolitan District may levy Fines for such Violation.

4.6.2.5 The Metropolitan District may collect, and shall have a statutory perpetual lien pursuant to § 32-1-1001(1)(j)(I), C.R.S. against the Lot subject to the Violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the Metropolitan District to remove, correct or otherwise remedy the Violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys' fees, (3) payment of any Fines levied by the Metropolitan District against such Lot, plus the following amounts, to the extent not inconsistent with Applicable Laws, (4) interest on such amount at a rate equal to eighteen percent (18%), and (5) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees.

4.6.3 *Deemed Nuisances.* Every Violation constitutes a nuisance, and every remedy allowed for such Violation at law, in equity or under the Governing Documents against the violating Owner is available to the Metropolitan District,

4.6.4 *Access Easement.* Each Lot is subject to an easement in favor of the Declarant, the Metropolitan District, the ARC and the NCDRC, including their respective members, employees, agents and representatives, for the performance of any actions contemplated by this Article 4. All Persons performing such work shall use reasonable efforts to minimize interference with Owner's use and enjoyment of the Lot when performing such work.

Section 4.7 No Liability. Neither the Metropolitan District, the ARC, nor the NCDRC are liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing any alleged Violation, the Metropolitan District is not responsible for any issue related to the alleged Violation. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Metropolitan District. Each Owner (i) waives and releases the Benefited Parties from all claims related to the actions of the Metropolitan District and (ii) waives and releases all claims against the Benefited Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors.

ARTICLE 5. EASEMENTS

Section 5.1 Easements for Access. The Declarant hereby reserves, and each Owner hereby grants, to the ARC, the NCDRC, the Metropolitan District, and the Person who then has the authority to appoint the ARC, as provided in Section 2.1.1 of this Declaration, including the agents, employees and contractors of each such Person (including the ARC and the NCDRC), on, over, under and across each Lot, excluding any habitable structure and the interior of any structure thereon, easements for performing any of the actions contemplated in the Governing Documents, including inspections and enforcement of each of the terms and provisions of the Governing Documents. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owners and Occupants of any affected Lot; except that no such notice is required (i) in connection with any exterior, non-intrusive inspections and maintenance; and (ii) in emergency situations. The interior portions of any structure on a Lot are not subject to the easements provided for in this Section.

Section 5.2 Development Easements.

5.2.1 *Easement to Facilitate Development.* The Declarant hereby reserves to itself and its successors and assigns a non-exclusive easement over and through the Property for

all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (a) temporary slope and construction easements; (b) utilities (including without limitation, water, sewer, oil, gas, electricity, solar, telephone, television, cable and broadband or other telecommunications service, whether public or private), drainage, erosion control and storm and sanitary and sewer and waterline easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; (c) easements for the storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; (d) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property as reasonably necessary to serve the Property; and (v) easements for ingress and egress as necessary to perform the foregoing. In connection with the foregoing, the Declarant hereby reserves to itself and its successors and assigns the right to make any dedications and to grant any specific temporary or perpetual easements, rights-of-way and licenses over and through any portion of the Property as may be required by any governmental entity or any public or private utility company or provider as reasonably necessary for the development and completion of the improvements on the Property.

5.2.2 *Easement to Facilitate Sales.* The Declarant hereby reserves to itself and its successors and assigns the right to (a) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof or any other portion of the Property owned or leased by the Declarant (including buildings thereon) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or its designee, as appropriate, shall remain responsible for the upkeep of that portion of the Property used for the foregoing purposes); (b) place and maintain in any location on the Property (for a distance of ten (10) feet behind any Lot line which parallels a public or private street) street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related sign and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Lot; and provided, however, if the Declarant has placed any item listed above on a Lot prior to conveyance of the Lot to an Owner, the Declarant shall be entitled to maintain such item on the Lot after the conveyance to the Owner until such time as removed by the Declarant in the course of the development of the property ; and (c) relocate or remove any of the above from time to time at the Declarant's sole discretion.

5.2.3 *Rights and Duties.* The rights and duties with respect to the easements set forth in Sections 5.2.3 and 5.2.4 above shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connects, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot or the Metropolitan District shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation lies, to repair, replace and generally maintain said installation.

(b) The rights granted in Section 5.2.5(a) above shall be only to the extent necessary to entitle the Owner or the Metropolitan District serviced by said installation to its full and reasonable use and enjoyment, and provided further, that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such entry.

Section 5.3 Additional Easements. Until such time, if any, as the Declarant subjects any additional property to this Declaration, and after such time, if any, as the Declarant withdraws any portion of the Property from this Declaration, the Declarant and the Declarant's Affiliates shall have whatever easements are reasonably necessary or desirable across the Property for access to and to provide utility services to the additional property added to, or the portion of the Property withdrawn from, the Property, as the case may be.

Section 5.4 Limitations on Easements. The easements established pursuant to this Declaration (a) shall in no way affect, avoid, extinguish, or modify any other covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property recorded prior to this Declaration, and (b) shall not be interpreted or construed as preventing or precluding the construction, operation and use of any Lot which is otherwise permitted by the terms of this Declaration.

Section 5.5 Recorded Easements. In addition to all easements and rights-of-way of recorded at or before this Declaration, the Property, and all portions thereof, are subject to the easements shown on any plat of the Property or as recorded in the Recorder's Office.

Section 5.6 Acknowledgment of Inconvenience. Each Owner agrees that there are inconveniences which will accompany the construction and development of the Property, including, without limitation, 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 Owner, by taking title to any Lot, waives any claims against the Benefited Parties associated with the inconveniences, nuisance and hazards associated with such construction.

ARTICLE 6. SPECIAL DECLARANT RIGHTS

Section 6.1 Development Rights. The Declarant hereby reserves for itself and its successors and assigns, during the Declarant Development Period, the following rights, herein after the “**Development Rights**”:

- 6.1.1 The right to add real estate to the Property, as more fully provided in Section 6.4 herein;
- 6.1.2 The right to create Lots within the Property;
- 6.1.3 The right to subdivide Lots as provided in Section 6.6 herein; and
- 6.1.4 The right to withdraw Lots from the Property as provided in Section 6.5 herein.

Section 6.2 Special Declarant Rights. In addition to the Development Rights reserved above, the Declarant further reserves the rights hereinafter set forth for the benefit of the Declarant and its Affiliates (collectively, the “**Special Declarant Rights**”):

- 6.2.1 To build and complete Improvements on any portion of the Property owned by the Declarant;
- 6.2.2 To exercise any Development Right;
- 6.2.3 To maintain sales offices, construction offices, management offices, and signs advertising the Property and the sale of the Lots;
- 6.2.4 To use easements through the Property, including the easements set forth in Section 5.2 above, for the purpose of making Improvements within the Property or within real property which may be added to the Property;
- 6.2.5 As more fully set forth in Article 5 above, to grant or create easements for access, utilities, drainage, water and other purposes incidental to the development and sale of the Property, provided such easements do not create a permanent, unreasonable interference with the rights of any Owners at the time such easement is created;
- 6.2.6 To select and hire a third-party manager for the management, administration or operation of the Property or any portion thereof;

6.2.7 To alter any condition (including the size and location of any Improvements) on any Lot owned by the Declarant, whether with respect to sales and marketing efforts or otherwise;

6.2.8 To adopt initial Rules and Regulations;

6.2.9 To amend this Declaration or any plat as necessary, without Owner consent or approval, in connection with the exercise of any Development Rights or Special Declarant Rights;

6.2.10 To enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of the Property;

6.2.11 To use potable or non-potable water, from whatever source, for any of the following purpose: (i) dust control in connection with constructing and completing Improvements within the Property, (ii) establishment of landscaping, and/or (iii) any other use necessary for the development of the Property by the Declarant;

6.2.12 To review and approve, in its sole discretion, prior to recording in the Recorder's Office by any party other than the Declarant, any subordinate covenants or restrictions affecting the Property or any portion thereof;

6.2.13 To subject portions of the Property owned by the Declarant or its Affiliates to additional or different covenants, conditions, terms and restrictions, as the Declarant may determine; and

6.2.14 To exercise any additional reserved right created by any other provision of this Declaration.

Section 6.3 Exercise of Development Rights or Special Declarant Rights. All of the Development Rights and Special Declarant Rights may be exercised by the Declarant with respect to any portion of the Property now or hereafter subject to this Declaration. The Declarant may exercise any or all of the Development Rights or Special Declarant Rights at any time and from time to time. Unless otherwise provided herein, the Development Rights and Special Declarant Rights shall terminate upon the expiration of the Declarant Development Period.

Section 6.4 Addition of Real Estate. During the Declarant Development Period, the Declarant may annex additional property to this Declaration. Each such annexation shall be effected, if at all, by the recording of a Supplemental Declaration in the Recorder's Office, which Supplemental Declaration shall provide for annexation to this Declaration of the property described in such Supplemental Declaration, shall state that the Declarant (or other Person) is the owner of the Lot(s) thereby created, shall assign an identifying number to each new Lot, and may include such

other provisions as the Declarant deems appropriate. All provisions of this Declaration shall apply to annexed property immediately upon the recording of any such Supplemental Declaration. Upon recordation, each Lot being annexed by such Supplemental Declaration shall be deemed included on **Exhibit A** of this Declaration and shall become part of the Property as defined herein.

Section 6.5 Withdrawal of Real Estate. During the Declarant Development Period, the Declarant may withdraw the Property, or any portion thereof, including one or more Lots, from this Declaration, so long as the Declarant owns the portion of the Property to be withdrawn. Each withdrawal, if any, shall be accomplished by the recording of a Supplemental Declaration in the Recorder's Office. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate (including Improvements) from this Declaration so that, from and after the date of recording of such Supplemental Declaration, the real estate (including Improvements) so withdrawn shall not be part of the "Property".

Section 6.6 Subdivision or Replatting of Lots. During the Declarant Development Period, the Declarant hereby reserves the right to subdivide or replat any Lot(s) owned by the Declarant. Each such subdivision or replatting may change the number of Lots in the Property. The foregoing reservation includes the right to move any lot line(s) on Lots(s) for the purpose of accommodating Improvements which are, or may be constructed. During the Declarant Development Period, any Builder or Owner may subdivide or replat any Lot owned by such Builder or Owner with the prior written approval of the Declarant, and subject to any other approvals of any local municipality or otherwise as required by Applicable Laws. Thereafter, any Lot may be subdivided or replatted by the Owner thereof with the prior written approval of the Metropolitan District, and subject to any other approvals of any local municipality or otherwise as required by Applicable Laws.

Section 6.7 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the Recorder's Office. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements stated herein and in accordance with any Applicable Laws, but without the consent of the Declarant, the ARC, the NCDRC, the Metropolitan District, or any Owners of any Lots, unless otherwise provided by Applicable Laws.

Section 6.8 No Further Authorizations Needed. The consent of the Owners of the Lots shall not be required for the exercise of any reserved Declarant rights, and the Declarant or its assigns may proceed without limitation at its sole option. The Declarant or its assigns may exercise any reserved rights on all or any portion of the Property in whatever order determined. The Declarant or its assigns shall not be obligated to exercise any reserved rights.

ARTICLE 7. ALTERNATIVE DISPUTE RESOLUTION

Section 7.1 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.

7.1.1 Each Bound Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims (as defined below) to the procedures set forth in this Article.

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

7.1.3 Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article.

Section 7.2 Definitions Applicable to this Article.

For purposes of this Article only, the following terms have the meanings set forth in this Section:

7.2.1 "**Bound Party**" means each of the following: the Declarant, each Builder, each contractor, subcontractor, supplier, and laborer, the Metropolitan District, to the extent permitted by law, and their respective directors, officers, members, partners, employees and agents; the ARC and the committees and representatives appointed by the ARC, the NCDRC, and each of their respective members and agents; all Persons subject to this Declaration; and any Person who is not otherwise subject to this Declaration, but who agrees to submit to this Article. Notwithstanding the foregoing, "Bound Party" shall not include any of the Persons identified in this Section, if such Persons have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim; in such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such Persons shall apply with respect to such Claim, unless such Persons mutually agree to submit such Claim to the provisions of this Article.

7.2.2 "**Claimant**" means any Bound Party having a Claim.

7.2.3 "**Claim**" means, except as exempted by the terms of this Article, any claim, grievance or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to (i) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations or duties of any Bound Party; and/or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

7.2.4 "**JAG**" means the Judicial Arbiter Group or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of the Judicial Arbiter Group under this Declaration.

7.2.5 "**Notice**" means the written notification given by a Claimant to a Respondent which complies with Section 7.5.1 of this Declaration.

7.2.6 "**Party**" means the Claimant and the Respondent individually; "**Parties**" means the Claimant and the Respondent collectively.

7.2.7 "**Respondent**" means any Bound Party against whom a Claimant asserts a Claim.

7.2.8 "**Termination of Mediation**" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or otherwise agreed to by the Parties) and upon the expiration of which the Parties have not settled the applicable Claim.

7.2.9 "**Termination of Negotiations**" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 7.3 Commencement or Pursuit of Claim against Bound Party.

7.3.1 A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article.

7.3.2 Prior to any Bound Party commencing any proceeding against another Bound Party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign, any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 7.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Article:

7.4.1 Any action by the ARC, the NCDRC, the Metropolitan District, or the Declarant, to enforce this Declaration, or any provision(s) of the Design Guidelines or the Rules and Regulations, including obtaining a temporary restraining order or injunction (or

equivalent emergency equitable relief), and such other ancillary relief as a court may deem necessary;

7.4.2 Any suit between or among Owners, which does not include the Declarant, a Builder, the Metropolitan District, or the governing board of the Metropolitan District as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

7.4.3 Any suit in which any indispensable party is not a Bound Party.

Section 7.5 Mandatory Procedures.

7.5.1 *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

(a) The nature of the Claim, including all Persons involved and Respondent's role in the Claim;

(b) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) The proposed remedy; and

(d) The fact that Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that Claimant will meet with Respondent not sooner than thirty (30) days after such inspection to discuss in good faith ways to resolve the Claim.

7.5.2 *Negotiation and Mediation.*

(a) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in the Notice, the Metropolitan District may appoint a representative to assist the Parties in negotiation.

(b) Upon a Termination of Negotiations, Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for Section 7.5.1 of this Declaration.

(c) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(d) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(e) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(f) If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 7.5.2 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

Section 7.6 Final, Binding Arbitration.

7.6.1 Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of JAG, in accordance with the then-current rules of JAG in effect as of the date of the Notice provided in accordance with Section 7.5.1 of this Declaration. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, there shall be one arbitrator who shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

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

trial and on appeal, shall be awarded to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

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

ARTICLE 8. OIL AND GAS OPERATIONS DISCLOSURE

Section 8.1 Oil and Gas Operations. Oil and gas mineral interests have been or will be severed from the surface estate of all or a portion of the Property and certain property abutting and adjacent to the Property. The Property and such adjacent property is and/or may become subject to certain oil and gas leases and/or are subject to active and ongoing oil and gas operations or are subject to potential oil and gas operations (collectively, the “**Oil and Gas Operations**”) which may be conducted daily, continuously and at any time of the day or night. In connection therewith, the Property and the Owners are subject to or will be subject to certain surface use agreements and/or grants of rights-of-way and/or easements. The Oil and Gas Operations may include, without limitation, drilling (including, without limitation, horizontal and directional drilling), production, workovers, well deepening, recompletions, fracturing, well replacement, extraction, transmission, venting, separation and storage of oil and gas minerals and associated products and by-products of oil and gas operations); (b) installation, construction, maintenance, operation, repair and replacement of oil and gas facilities and equipment (including without limitation, drilling rigs and derricks; tank batteries; separators; dehydrators; compressors; distribution, transmission and flowlines; gathering lines; pipelines; and access roads); and (c) traffic (including, without limitation, oil and gas operations vehicles and equipment). The Oil and Gas Operations are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances to the Property, which may include, without limitation: (a) creation of dust, dirt, noise and fumes; and (b) well blowouts, craterings, explosions, uncontrollable flows of oil, natural gas or well fluids, fires, formations with abnormal pressures, pipeline and flowline ruptures or spills, and releases or discharges of toxic gas or other environmental hazards and pollution into the air or ground. Each Owner, by taking title to a Lot, acknowledges that the Oil and Gas Operations may disturb the Property and such Owner’s use and occupancy of the Property, each in the manner described above and in other currently unknown ways. EACH OWNER, BY TAKING TITLE TO A LOT, ASSUMES ALL RISK TO PERSON AND PROPERTY ARISING OR RESULTING FROM OIL AND GAS OPERATIONS AND AGREES THAT THE DECLARANT AND ITS AFFILIATES AND THE METROPOLITAN DISTRICT SHALL NOT HAVE ANY OBLIGATION OR LIABILITY FOR, AND WAIVES ANY CLAIM AGAINST THE DECLARANT OR ITS AFFILIATES OR THE METROPOLITAN DISTRICT, AND THEIR

CONTRACTORS OR AGENTS, ARISING FROM DISTURBANCE OF THE PROPERTY IN CONNECTION WITH OIL AND GAS OPERATIONS.

Section 8.2 Notice. Without limiting the generality of the foregoing, the Declarant hereby provides notice to all Owners that:

8.2.1 The surface estate for the Property is subject to the rights of the lessees of the oil and gas estate for the Property and to the Surface and Use Agreement dated July 29, 2013 and recorded on August 15, 2013 at Reception Number 3956309, among Kerr-McGee Oil & Gas Onshore LP, Kerr-McGee Gathering LLC (for the limited purposes described in the Agreement and Barefoot Lakes LLC (now known as Barefoot LL), as amended (the “SUA”). Capitalized terms set forth below and not otherwise described herein shall have the meanings ascribed thereto in the SUA.

8.2.2 There may be ongoing surface oil and gas operations and production in the “oil and gas operations areas” and associated easements as those areas and easements are shown on the recorded plats of the Property or as described in the SUA.

8.2.3 There are likely to be additional future wells drilled and Oil and Gas Operations from the oil and gas operations areas that affect the surface of the Property.

8.2.4 Heavy equipment may be used from time to time for Oil and Gas Operations such that such operations may be conducted on a 24-hour basis.

8.2.5 Owners of all or any portion of the Property may be subject to certain rights and obligations under any surface use agreements and/or grants of rights-of-way and/or easements affecting the Property.

8.2.6 Owners of all or any portion of the Property may be subject to certain waivers of rights as set forth under any surface use agreements and/or grants of rights-of-way and/or easements affecting the Property.

Section 8.3 Access Easement for Oil and Gas Operations. In connection with the Oil and Gas Operations, the Declarant has granted and/or may in the future grant to mineral interest owners and/or lessees certain easements in, on, over, under, through and across the Property for such owners and/or lessees use and enjoyment of their mineral interests, including, without limitation, easements for the purposes of surveying, constructing, maintaining, inspecting, operating, repairing, replacing, modifying, reconstructing, marking, monitoring, abandoning, and removing pipelines and all appurtenances

ARTICLE 9. OTHER DISCLOSURES

Section 9.1 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands. By purchasing a Lot, each owner acknowledges that the lot may be located adjacent to or in relatively close proximity to property utilized for commercial and other non-residential uses (collectively the "**adjacent properties**") and further the lot may be built on land affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation. Owners recognize and assume the risks of owning property adjacent to or within relatively close proximity to the adjacent properties and the risks of the condition of the land and soils. Such risks include, without limitation: (i) expansive soils conditions and drainage issues on or under the property and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the adjacent properties, noise associated with the adjacent properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**property risks**"). The benefitted parties have no liability for any personal injury or property damage resulting from the property risks. By virtue of taking title to a lot subject to this declaration, each owner for itself and its heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the property risks; (ii) agrees to obtain such policies of insurance as may be necessary to insure such owner and occupant from injury or damage to property or person resulting from the property risks; (iii) releases and holds harmless the benefitted parties and discharges from any liability for any personal injury or property damage resulting from the property risks, including, without limitation, arising from the negligence of declarant and/or declarant's agents, contractors, subcontractors, employees, officers, successors, assigns, guests, or invitees, and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) the benefitted parties from and against any claims, actions, suits, demands and compensations, either at law or in equity, brought against or incurred by the benefitted parties for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from the property risks.

Section 9.2 Land Use Documents. The Property is being developed in accordance with the land use regulations of the Town of Firestone, Colorado. Declarant, for itself, its successors and assigns, reserves the right to obtain modifications and amendments to all land use documents, subject to the approval of the Town of Firestone. Such modifications and amendments could change the uses of the Property and adjacent and nearby land from the uses which are set forth in the land use documents. Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the development can or will be carried out, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

Section 9.3 Future Development and Views. Owners acknowledge that existing views, if any, of the immediate and surrounding areas, waterways and mountains may be subject to change

or elimination as a result of future development of non-residential and residential uses, road construction, tree growth and landscaping. Declarant, Declarant's Affiliates or Builders may charge premium prices for similar houses or lots depending on a variety of factors, which may include location, lot size, cul-de-sac frontage, solar orientation or proximity to open space. The market value of these factors may be subjective. No Builder is authorized to represent a premium price as a "view" premium. Neither Declarant nor Declarant's Affiliates assume any responsibility for any representation or promise made by a Builder, sales counselor, independent broker or other agent or employee of a homebuilder with regard to premium prices. Each Owner acknowledges that development within and surrounding the development may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the development, views of or from the development, the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Benefitted Parties arising out of or associated with any of the foregoing.

Section 9.4 Safety and Security. Each Owner and Occupant is responsible for their own personal safety and the security of their property in the Property. The Metropolitan District may, but shall not be obligated to, maintain or support certain activities designed to enhance the level of safety or security in accordance with Applicable Law. None of the Benefitted Parties shall in any way be considered insurers or guarantors of safety or security within the Development, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. THE DECLARANT, THE BUILDERS, THE METROPOLITAN DISTRICT, THE ARC, THE NCDRC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, 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 A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT THE DECLARANT, THE BUILDERS, THE METROPOLITAN DISTRICT, THE ARC, THE NCDRC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE GOVERNING DOCUMENTS, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 10.8 SHALL APPLY TO THIS SECTION.

Section 9.5 Development Within and Surrounding the Property. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to

the Property, views of or from the Property or the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Declarant, any Builders, the Metropolitan District, the ARC, the NCDRC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. Declarant makes no warranties or representations whatsoever that construction and development will not cause certain disruptions and inconveniences to Owners or Occupants. In that regard, each Owner acknowledges and agrees that construction and development is likely to cause noise, dirt, dust, odors, traffic disruption, temporary closure of facilities and other inconveniences associated with construction and development. The release and waiver set forth in Section 10.8 shall apply to this Section.

Section 9.6 View Impairment. Neither Declarant, Declarant's Affiliates, the Metropolitan District, the ARC or the NCDRC guarantee or represent that any view over and across the Lots or other Improvements, or that any open space will be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. Declarant, and the Metropolitan District after the expiration of the Declarant Development Period, has the right to add trees, walls, fences, berms, or other structures, signs, lighting, water features and other landscaping from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 9.7 District Lien. The lien of the District for any Fees, Fines rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District imposed pursuant to Section 32-1-1001, C.R.S. is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

ARTICLE 10. GENERAL PROVISIONS

Section 10.1 Severability. All provisions of this Declaration are severable. Invalidation of any of the provisions by judgment, court order or otherwise, shall in no way affect or limit any other provisions, which shall remain in full force and effect.

Section 10.2 Rights and Easements of Declarant and Builders. Notwithstanding anything to the contrary contained in the Governing Documents, it shall be expressly permissible and proper for the Declarant and each Builder, and their respective employees, agents, and contractors, to perform all activities, and maintain Improvements, tools, equipment, and facilities, on the portion of the Property owned by them and also on public property, incidental to development, construction,

use, rental, sale, occupancy, and/or advertising. The foregoing includes locating, maintaining and relocating management offices, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations on the portion of the Property owned by them and also on public property, as determined by the Declarant or applicable Builder. In addition, nothing contained in this Declaration shall limit the rights of the Declarant, or require the Declarant, to obtain approvals:

10.2.1 To excavate, cut, fill or grade any property (with the consent of the Owner thereof), or to construct, alter, demolish or replace any Improvements;

10.2.2 To use any Improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office, in connection with the development, construction or sale of any property; and/or

10.2.3 To seek or obtain any approvals under this Declaration for any such activity.

Section 10.3 Conflict of Provisions. In the case of any conflict between any of the Governing Documents, this Declaration shall control.

Section 10.4 Duration, Revocation and Amendment.

10.4.1 Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of recording of this Declaration. Unless otherwise provided herein, this Declaration may be amended, supplemented and/or terminated, by the affirmative vote or agreement of the Owners of sixty-seven percent (67%) of the Lots then subject to this Declaration. Notwithstanding the foregoing, the Metropolitan District shall not be required to comply with or enforce any Owner-adopted amendments, supplements or termination, until such time as the governing board of the Metropolitan District receives a recorded copy of such amendment, supplement and/or termination.

10.4.2 Notwithstanding anything to the contrary, during the Declarant Development Period, no amendment, supplement or termination of this Declaration shall be effective, without the prior written approval of the Declarant, which may be with conditions and/or requirements.

10.4.3 Notwithstanding anything to the contrary, during the Declarant Development Period, this Declaration may be amended in whole or in part by the Declarant, without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, including the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan

Mortgage Corporation, the Government National Mortgage Association, and the Federal National Mortgage Association.

10.4.4 Notwithstanding anything to the contrary, during the Declarant Development Period, this Declaration may be amended in whole or in part by the Declarant, without the consent or approval of any other Owner, any Builder, the Metropolitan District, or any other Person, in order to correct any clerical, typographical, technical or other errors in this Declaration and/or to clarify any provision(s) of this Declaration.

Section 10.5 Notices. Any notice permitted or required in this Declaration shall be deemed to have been given and received upon the earlier to occur of (i) personal delivery upon the Person to whom such notice is to be given; or (ii) two (2) days after deposit in the United States mail, postage prepaid, addressed to the Owner at the address for such Owner's Lot.

Section 10.6 Limitation on Liability. The Declarant, any Builder, the Metropolitan District, the ARC, and the NCDRC, and their respective directors, officers, shareholders, members, partners, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the Metropolitan District does not waive, and no provision of this Declaration shall be deemed a waiver of, the immunities and limitations to which the Metropolitan District is entitled as a matter of law, including the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended. The release and waiver set forth in Section 10.8 shall apply to this Section.

Section 10.7 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, any Builder, the Metropolitan District, the ARC, the NCDRC, or their respective officers, directors, shareholders, 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, unless and except as specifically set forth in writing. The release and waiver set forth in Section 10.8 shall apply to this Section.

Section 10.8 Waiver. By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Declarant, each Builder, the Metropolitan District, the ARC, the NCDRC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration.

Section 10.9 Headings. The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 10.10 Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 10.11 Action. Any action that has been or may be taken by the Declarant, any Builder, the Metropolitan District, the ARC, the NCDRC, or any other Person, may be taken "at any time, from time to time". Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 10.12 Sole Discretion. All actions which are to be taken by, or on behalf of, the Declarant, any Builder, the Metropolitan District, the governing body of the Metropolitan District, the ARC, the NCDRC, or any other Person, shall be deemed to be taken "in the sole discretion" of such Person.

Section 10.13 Use of "Include," "Includes," and "Including". All uses, in this Declaration, of the words "include," "includes," and "including," shall be deemed to include the words "without limitation" immediately thereafter.

Section 10.14 Runs with the Land; Binding upon Successors. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property and all Improvements which are now or hereafter located on the Property. The benefits, burdens, and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Builders and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns; but, no Person shall become a "Declarant" or a "Builder" under this Declaration, except by written assignment or designation, as more fully provided in Sections 1.1.5 and 1.1.6 of this Declaration, respectively.

[Signature pages follow]

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

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as President of St. Vrain Lakes Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CONSENT OF ST. VRAIN METROPOLITAN DISTRICT NO. 2

The undersigned, St. Vrain Metropolitan District No. 2, hereby consents to the aforesaid Declaration and hereby delegates, transfers, and assigns its rights and duties under this Declaration as it relates to property within its boundaries to St. Vrain Metropolitan District No. 1.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this ____ day of _____, 20__.

ST. VRAIN METROPOLITAN DISTRICT NO. 2

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of St. Vrain Metropolitan District No. 2.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A

**TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BAREFOOT LAKES**

(Property)

Lots 1-37, inclusive, Block 1
Lots 1-18, inclusive, Block 2
Lots 1-18, inclusive, Block 3
Lots 1-18, inclusive, Block 4
Lots 1-16, inclusive, Block 5
Lots 1-12, inclusive, Block 6
Lots 1-7, inclusive, Block 7
Lots 1-75, inclusive, Block 8
Lots 1-8, inclusive, Block 9
Lots 1-27, inclusive, Block 10
Lots 1-57, inclusive, Block 11
Tracts A-U, inclusive

Barefoot Lakes Filing No. 1, County of Weld, State of Colorado, recorded September 24, 2015 at
Reception Number 4145010.