

RULES, REGULATIONS & GUIDELINES
OF
SIERRA RIDGE METROPOLITAN DISTRICT NO. 1 & 2

Duly Adopted and Approved

October 9, 2014

Revised August 6, 2020

Introduction

These Rules, Regulations and Guidelines have been prepared and/or modified by the Board of Directors (“Board”) of the Sierra Ridge Metropolitan District Nos. 1 & 2 (“District”). These Rules and Regulations are adopted as provided by §32-1-1001 and §32-1-1004(8)(a), C.R.S. The District has the right, at any time(s), in its sole discretion, to delete from, add to, or otherwise change these Rules, Regulations & Guidelines. These Rules, Regulations & Design Guidelines are intended to supplement and clarify, and not to conflict with, the recorded Declaration of Covenants, Conditions and Restrictions of Sierra Ridge, as amended and supplemented (“Declaration”) (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined).

As of the effective date, these Rules, Regulations and Guidelines are enforceable by the District as provided by applicable law, as well as in the Policies and Procedures. However, no interpretation of these Rules and Regulations, no approval, and no variance or waiver, is valid unless it is in writing duly authorized by the District. Anything claimed to have been said or given by the Board, the District, the Architectural Review Committee (“ARC”), or any committee(s), must be in writing in order to be valid and binding.

The purpose of this document is to provide basic information about the District, its Architectural Review Committee (“ARC”), ARC submittal policies and procedures for Improvements to Property, and with other rules and regulations of the Sierra Ridge Metropolitan District No. 1. Please thoroughly review and consult the provisions of these Rules and Regulations when preparing a request for the ARC or need information about general District matters.

The District is responsible for construction of certain public improvements as provided in its Service Plan, maintenance and operation of property owned by the District and has been designated as the enforcement entity for the Declaration of Covenants, Conditions and Restrictions of Sierra Ridge. Quarterly fees are imposed on all Owners within the District for the purpose of the costs associated with the administration and operation of the District.

The District is responsible for trash services, snow removal on sidewalks adjacent to District-maintained property and for the maintenance of District property and improvements. The District does not provide snow removal for individual owner properties or sidewalks in front of owner properties. The District will be responsible for the maintenance and operation of the Sierra Ridge Community Clubhouse and neighboring parks and open space upon their completion. Such facilities are public facilities and are operated and maintained for the health, safety, and welfare of the public.

These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

GENERAL DISTRICT RULES AND REGULATIONS

1.1 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation, that are specifically granted for carrying out the objectives and purposes of the District in §§32-1-1001 et seq., of the Colorado Revised Statutes.

1.2 Scope. These Rules and Regulations have been adopted and promulgated pursuant to and shall be treated and considered as new and comprehensive regulations, governing the operations and functions of the District.

1.3 Policy. It is hereby declared that the Rules, Regulations and Guidelines hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security, and general welfare of the inhabitants of the District.

1.4 Purpose. The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management, operation and maintenance of water, sanitary sewer, streets, storm sewer, flood and drainage facilities, park and recreation facilities, traffic and safety control devices and all other lawful undertakings of the District including any future expansion of said facilities.

1.5 Intent of Construction. It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate and such amendments shall be entered in the Minutes of the District and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers pursuant to this Section.

1.7 Definitions. Unless otherwise defined in the Declaration in matters specifically governed thereby or the context specifically indicates otherwise, the meaning of terms used herein shall be that normally given unless specifically defined below:

Actual Cost shall mean all direct costs applicable to the construction, repair, cleaning or replacement of a given facility, including surveys, preliminary and design engineering,

construction, inspection, administrative and regulatory agency fees, bond fees, all required easements and/or rights-of-way, plan approval fees, "as-built" drawings, attorney's fees, and other costs necessary for completion.

Board and Board of Directors shall mean the duly elected governing body of the District.

Customer shall mean any person, company, corporation or governmental authority or agency authorized to use the public facilities either as a resident of the District or under a permit issued or otherwise authorized by the District for resident or non-resident use.

Developer shall mean the person(s), firm, joint venture, partnership or corporation which is the owner or operator of land and which seeks to have the land served by the District.

Facilities shall mean those facilities generally serving the District's service areas as a whole. Examples include but are not limited to parks, community centers, swimming pools, shelter houses, open space areas, fences, playgrounds, trails, storm sewer and water detention systems, detention ponds, general safety and traffic systems and landscape and irrigation systems.

Inspector shall mean the District manager, superintendent, engineer, agent, officers, employees of the District, board member or other person so designated by the Board to perform inspections pursuant to these Rules and Regulations.

Manager shall mean the Manager of the District, or if absent, a person duly authorized by the Board to represent the interests of the District.

Owner shall mean the record title holder or lessee with planning or executory powers for an individual parcel.

Permit shall mean written permission of the Board of Directors authorizing applicant a license to use District land or facilities or to receive any other service provided by the District.

Person shall mean any individual, firm, company, association, society, corporation, public entity or group.

Rules and Regulations the Rules, Regulations and Guidelines of the District including all Appendices and Exhibits incorporated therein.

Service Plan shall mean the Service Plan of the District, as approved by Douglas County, and as amended from time to time in accordance with Colorado law.

Shall is mandatory; **may** is permissive.

SECTION 2 – OWNERSHIP AND OPERATION OF FACILITIES

2.1 Responsibilities of the District. It is the District's responsibility to plan, finance, design, maintain, operate and construct all designated Facilities. The District will only construct such facilities or portions thereof when the Board has made a determination that such construction is economically feasible through presently available income, sale of bonds or imposition of District Fees. Such determination may require Owner/Developers to prepay or guarantee future payment of District Fees or other special arrangements as the Board may determine necessary to construct or expand required facilities.

It is the Owner/Developer's responsibility to finance, design, and construct, replace and/or repair all Facilities as defined herein that may be required or affected as a result of the Owner/Developer's activities. Such Facilities shall be constructed in accordance with plans and specifications approved by the District, and Douglas County, and in accordance with minimum standards adopted by these entities. The Owner/Developer shall pay the Actual Cost of all such Facilities unless the District and Owner/Developer have entered into a written agreement relating to the cost allocation of the Facilities.

After satisfactory (as determined by the District) construction, repair or replacement of Facilities and acceptance by the District, the District shall be responsible for the maintenance, operation, and replacement of all Facilities (except as provided during the warranty period) for Facilities that the District accepts upon independent inspection and evaluation. The District shall not be responsible for any Facilities that are dedicated or otherwise conveyed to a third party or governmental entity having jurisdiction. The District shall not be obligated to accept any Facilities. The District shall not be responsible for interruption of availability or inadequacy of facilities.

2.2 Limitation of District Liability. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: blockage or interruption of storm sewer systems causing backup or flooding; damage to or removal of traffic or safety systems causing injury or accident; death or injury due to the condition or design of Facilities, including playgrounds, swimming pools and other equipment; death or injury caused by entry into any District land, Facility, detention pond or any other District property; voluntary entry and usage of any District Facility, park or recreation program; or for doing anything to the Facilities of the District deemed necessary or appropriate by the Board of Directors. The District shall have no responsibility for notification to Owners or Customers of any of the foregoing conditions. The District reserves the right to temporarily discontinue usage of, or service by any District facilities at any time and for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service or access to the Facilities to any Owner or Customer for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations. Nothing in these Rules and Regulations shall be construed as limiting the applicability of the Colorado Governmental Immunity Act to the District.

2.3 Ownership of Facilities. All existing and future District Facilities and any appurtenances thereto shall become and are the property of the District, regardless of whether such Facilities are

constructed, financed, paid for, or otherwise acquired by the District, or by other Persons, unless any written contract with an Owner or Customer provides otherwise.

2.4 Right of Entry. The District's Manager, Inspector, agent, officers, employees, or other Person(s) so designated by the District Board, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations. The granting of Right of Entry by the Owner and occupant is a condition precedent and a condition subsequent to the provision of any services or Facilities by the District.

2.5 Modification, Waiver and Suspension of Rules. The Board or the District Manager acting on instructions of the Board shall have the sole authority to waive, suspend or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed or construed as a continuing waiver.

SECTION 3 - CONDITIONS FOR USE OF FACILITIES

3.1 Who May Use. The Facilities of the District are for the use and enjoyment of the Owners and Customers subject to the payment of all fees, rates, tolls, penalties, charges, and taxes assessed by the District. Specific Rules and Regulations for Facilities are set forth in **Exhibit A**.

3.2 Permit for Use. The District may require a permit or other means of access control for use of the Facilities. The District shall differentiate between Persons owning land and/or residing in the District and those who reside outside of the District when assessing fees and charges for use of the Facilities. It shall be a condition precedent to the use of any Facilities that the Person requesting such use provide satisfactory evidence of a Permit for use whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt or certification in lieu thereof, or State of Colorado picture identification listing the official residence of the holder or other means established by the District. Out of District (This Includes Copper Steppe) Customers shall be allowed access and use of the Facilities through special use contract or other arrangement approved by the Board.

3.3 Inclusions. A Person owning land outside the boundaries of the District, who desires service must include all of his land contiguous to the parcel for which service is requested within the boundaries of the District. A condition of inclusion is that the property Owner dedicate all planned or constructed public Facilities to the District or make cash payment in lieu of such dedication in an amount equal to the Actual Costs of providing the required Facilities as determined by the Board. A formal written request for inclusion within the District shall be made to the District, accompanied by a non-refundable payment in an amount as determined by the District's Board for legal fees and the estimated costs of publication. Any additional costs or fees which may occur shall be assessed and paid prior to consideration of the inclusion of the property by the Board.

3.4 Usage by Non-District (This Includes Copper Steppe) Persons. Non-District (This Includes Copper Steppe) Applicants may rent the Clubhouse for a fee of \$300.00 for the first (4) four hours with a \$500.00 refundable deposit. Fee payment and security deposit must be delivered to the Management Company prior to renting the Clubhouse. A "Clubhouse Rental Agreement" must be completed, signed, and returned to the Management Company prior to the time of the reservation. Deposits and rental fee must also be paid at this time. Two checks must be prepared for the rental of the Clubhouse, one for the refundable security deposit in the amount of \$500.00 and the other in the amount of \$300.00 for the Clubhouse Rental Fee for the first four (4) hours, each additional hour is \$100.00. The checks are to be made payable to Sierra Ridge Metropolitan District. The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of the Management Company. The key must be picked up at the Management Office located at 3600 S. Yosemite Street, Suite 400, Denver, CO 80237 and the Non-District (This Includes Copper Steppe) Applicant shall provide a copy of his or her identification, which must accompany the Clubhouse Rental Agreement. The key will then need to be returned to the Management Company within 72 hours of the event. An Event Use Checklist for the Clubhouse will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges. After inspection satisfactory to the Management Company, the security deposit will be shredded within 7 days. If the inspection reveals damages to the Clubhouse or its contents, the Management Company may apply some or all of the deposit to repair or replace the damaged items. The Management Company will provide a statement regarding application of the deposit within 15 days of the event. In every case where the District provides services or use of Facilities to Persons or property outside of the District boundaries, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so. Any exception to this rule requires specific reference in a service contract, Facilities Permit or other agreement approved by the Board of Directors.

3.5 Application for or Denial of Use. Application for service or for use of Facilities must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any usage of the District's property or Facilities. Only upon authorized approval of the application and receipt therefor may use of District property or Facilities proceed.

The District reserves the exclusive right to deny application for use of District property or Facilities, when in the opinion of the Board or its authorized representative, granting of the application or Permit would create excessive seasonal or other demand on the property or Facilities. Denial may also be based upon an unresolved obligation between the District and the applicant, inadequate provision of information on the application or any other reason as determined by the District.

3.6 Cancellation of Application or Permit. The District reserves the right to revoke any prior approval of an application or Permit before or after service or use of Facilities has been provided, for any violation of these Rules and Regulations.

3.7 Unauthorized Use. No Owner, Developer, Customer or other Person shall be allowed to use the property or Facilities, or to move, alter, destroy or otherwise impact District property or Facilities without prior approval and Permits, payment of required fees and adequate supervision

and inspection by the District or its designee. Upon discovery of any unauthorized use the applicable fees for such use and all Actual Costs for repair, replacement or assessment of other penalties or fees as set forth in these Rules and Regulations shall become immediately due and payable by the perpetrator. The unauthorized use fee shall be payable at twice the amount normally charged for such service or use of the Facilities or at a rate determined by the Board. The District shall personally serve or send written notice to, the unauthorized user stating the nature of the unauthorized use and the payment required therefor. The unauthorized user shall immediately pay the required amount. If the amount is not paid the District may pursue all remedies afforded under law. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

3.8 Responsibilities of Facility Users and District Residents. All users of District Facilities, whether District residents or out of District (This Includes Copper Steppe) Customers shall abide by these Rules and Regulations, the specific requirements of Appendix A to these Rules and Regulations and all other requirements as adopted by the Board of Directors. In general, facility users, Owners and Customers shall not cause or allow to be caused, damage, alteration, or modification to any District Facilities without the prior written authorization of the District. All users shall pay fees, taxes, penalty fees and other charges as they become due and shall present all required permits or authorization for inspection by District representatives upon request.

3.9 Enforcement. If any action(s) by an Owner, Customer or other Person is in violation of these Rules and Regulations the District will initiate procedures to obtain compliance with these Rules and Regulations. Any Owner, Customer or Person who intentionally or negligently violates any provisions of these Rules and Regulations or conditions set forth in Permits or authorizations from the District shall be liable civilly to the District and shall be subject to removal from District property and denial of further access to use thereof. The District may petition the District Court to impose, assess and recover penalties, fees, late charges, and Actual Costs related to the infraction. Notice of violation(s) shall be mailed to the Owner, Customer or Person at the address of record. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction.

3.95 Indemnification. Each Person using or entering into District Facilities agrees as a condition of such entry and use to indemnify and hold harmless the District, its Board, consultants, employees, contractors and vendors from any and all claims or claims alleged to arise out of the Person's use of the Facilities, the condition of the Facilities or any act or failure to act of the District.

SECTION 4 – HEARING AND APPEAL PROCEDURES

4.1 Application. The hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Section shall not apply to the following complaints:

- a. Complaints arising out of the interpretation of the terms of District contracts.

- b. Complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.
- c. Complaints arising pursuant to the Declaration or interpretation thereof by the ARC.

4.2 Initial Complaint Resolution. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the District must be presented in writing to the District or such representative as the Board may designate. Upon receipt of a complaint, the District or its representative, after full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within thirty (30) days after receipt of the complaint. Decisions of a District representative which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the Board.

4.3 Formal Hearing. In the event the decision of the District or its representative is deemed unsatisfactory to the complainant, a written request for formal hearing may be submitted to the District or such hearing officer as the District may appoint within fifteen (15) days from the date written notice of the decision was mailed. A deposit in an amount of Two Hundred Dollars (\$200.00) per application shall be made with the District to cover the costs of the hearing until the final decision following such hearing. The amount shall be refunded to the complainant if the District renders a final decision in favor of the complainant. If the decision is against the complainant, the complainant shall be responsible for all costs of the hearing including hearing officer fees, attorney fees and all other associated costs beyond the \$200.00 deposit.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the District or hearing officer shall conduct a hearing at the District's convenience but in any event not later than thirty (30) days after the submission of the request, including deposit, for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the District representative which impact the District will not be binding unless approved by the Board of Directors at a special or regular meeting of the Board.

4.4 Conduct of Hearing. At the hearing, the District representative or hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any person of his choice or by legal counsel.

The complainant or his representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The District representative or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The District representative or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

4.5 Findings. Subsequent to the formal hearing, the District representative or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.

4.6 Appeals to the Board. In the event the complainant disagrees with the findings and Order of the District representative at the formal hearing, the complainant may, within fifteen (15) days from the date of their mailing, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. The District shall in response compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the Formal Hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and Order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing de novo before the Board of Directors.

4.7 Board's Findings. The Board of Directors shall make written findings and an Order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be sent by certified mail to the complainant within thirty (30) days after the hearing. The Board of Directors will not reverse the decision of the District representative or hearing officer unless it appears that such decision of the District representative was contrary to the manifest weight of the evidence made available at the formal hearing.

4.8 Notice. A complainant shall be given notice of any hearing before the District representative, the hearing officer, or before the Board of Directors, by certified mail at least seven (7) calendar days prior to the date of the hearing, unless complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

DESIGN REVIEW SUBMITTAL PROCEDURES

All Improvements that you are planning to make on your property **MUST BE SUBMITTED AND APPROVED** by the Architectural Review Committee (ARC) prior to any installation. The term “Improvements” means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, all landscaping features and hardscaping features, including but not limited to buildings, structures, outbuildings, car ports, solar equipment, swimming pools, hot tubs, satellite dishes, antennae, tennis courts, tree houses, gazebos, garages, sheds, signs, patios, patio covers, awnings, solar collectors, yard art (including but not limited to statues, fountains, bird baths, and decorative pieces), paintings or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swing sets and other play structures, screening walls, retaining walls, walkways, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, excavation and site work, removal of trees or plantings, exterior light fixtures, poles, signs, exterior tanks, exterior air conditioning, cooling, heating and water softening equipment, if any.

The Architectural Review Committee shall consist of three (3) or more natural persons. The Board of Directors of the District has the authority to appoint the ARC and/or to delegate some or all architectural authority, as provided in the Declaration.

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

The Architectural Review Committee shall endeavor to exercise its judgment to the end that all Improvements reasonably conform to and harmonize with the existing surroundings, residences, landscaping, and structures. In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant(s) reimburse the ARC for the actual expenses incurred, or reasonably anticipated to be incurred, by the ARC, in the review and/or approval process.

In addition to the required approvals by the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by Douglas County, Colorado, if required, shall be a precondition to commencement of construction of, alteration of, addition to or change in, any Improvement. The ARC shall not review or approve any proposed Improvements for compliance with governmental requirements.

In addition to the authority that is given to the ARC in this Declaration, as well as such authority as may be implied from any provision(s) of this Declaration, the ARC shall have all authority and to receive and review complaints from one or more Owners, any Declarant, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring. Please use the submittal form (Exhibit B) to help you coordinate all information. Requests for approval must be in writing and should be e-mailed, mailed, or faxed to the managing company (address and fax numbers are on the submittal form and on the introductory page). The management company will forward requests to the ARC Committee, track them through the submittal process and return written information to you regarding the Committee's decision.

Submittal Procedure:

1. Plans and specifications should be detailed and include the following:
 - Plot plan showing the location of the improvement(s).
 - Landscaping descriptions – identify trees, shrubs, mulch areas, flower beds, vegetable plots, and pathways, play equipment, etc.
 - Height, width, length, materials description, and color samples for any structures or equipment.
 - Paint samples must be at least 8” x 10”
 - Don't forget to include your name, your address and phone number (mailing address for you if different than that of the property).
2. The ARC strives to respond to requests quickly, however, the Committee normally meets once per month at irregular intervals, and it may take up to 30 days after the submittal is received for a response to be sent to you.

Decisions will be emailed or mailed to you in written format and will be one of four responses:

- Approval
- Approval with conditions
- Denied - Request for additional information
- Denied

If you do not receive a written response within 45 days, the request is deemed DISAPPROVED. Please contact the management company as soon as possible to discuss the issue.

If a request is denied, you may appeal the decision of the ARC to the Board of Directors by submitting a written request through the management company within 45 days of denial. The Board of Directors will then set a date for a hearing and notify you as to the time and place.

ARCHITECTURAL AND ENFORCEMENT

RULES, REGULATIONS AND GUIDELINES

Accessory Structures

Approval is required prior to installation. All structures, such as gazebos, greenhouses or play sets will be evaluated on their individual merit, intended use, location on lot and appearance. Samples, brochures, photographs, materials description, and a plot plan showing the proposed structure TO SCALE are required. Structures should be placed to avoid unreasonable impact into neighboring yards. Dimensions must be included in the drawings.

See also Dog Runs, Play Equipment and Sheds and Storage Structures.

Additions & Remodeling

Approval is required prior to installation. Additions, expansion, or remodeling which will alter the exterior of any residence must include detailed plans, specifications, dimensions, and location. All plans for such improvements must match the overall theme of the residence. Those that do not will automatically be denied.

Certifications from licensed engineers and/or ARC may also be required and all appropriate city or county permits must be obtained.

Address Numbers

Approval is not necessary if replacement of address numbering matches exactly to existing numbering. Approval is required to replace or relocate existing address numbers with anything of different shape, size, texture, etc. Numbers may not exceed 6" in height.

Advertising

See Signage.

Animals See "Pets" section for further information

Subject to the Declaration, and the following subsections, animals are permitted to be kept in the Community to the extent and as permitted by law.

- The leash laws and all other governmental and quasi-governmental laws and regulations must always be complied with.
- Animals shall, for the most part, be retained on the Lot, or in the residence, of the owner of such animals. To the limited extent that animals are not on the Lot, or in the residence, of the owner of such animals, for example when taking a dog for a walk, the animals shall be on a leash (in the case of dogs) or under the control of such owner, and such owner shall immediately clean up after such animals.
- The keeping of animals is a privilege, and such privilege is coupled with the responsibility to pay for all damages caused by such animals and all costs incurred as a result of such animals.

Antennas

The District recognizes the owners' right to install and use satellite dishes and antennas to receive television broadcast signals and video programming via multi-point distribution services ("Permitted Devices"). The intent of this section is to encourage District homeowners to consider community aesthetics when installing Permitted Devices.

This Section is not intended to: unreasonably delay or prevent installation, maintenance or use of a Permitted Device; unreasonably increase the cost of installation, maintenance or use of a Permitted Device; or preclude reception of an acceptable quality signal.

In compliance with the Telecommunications Act of 1996, and the rules and regulations promulgated by the Federal Communications Commission, installation

of the following Permitted Devices dishes do not require pre-approval by the Committee:

- Satellite dishes designed to receive direct broadcast satellite service which are eighteen inches (18") or less in diameter
- Satellite dishes designed to receive video programming services via multi-point distribution services which are eighteen inches (18") or less in diameter or diagonal measurement
- Antennas designed to receive television broadcast signals.
- Only 1 (one) Satellite dish shall be installed on the home.

Permitted Devices may only be installed solely on individually owned property as designated on the recorded deed or other document defining the portions of individually owned property.

Whenever possible, Permitted Devices should be placed in the least conspicuous location on the lot where an acceptable quality signal can be received, and not visible from the street, common areas or neighboring homes. Alternatively, Permitted Devices may be screened from the view from adjacent homes in a manner approved by the Committee. Any Permitted Device should be as small and unobtrusive as possible and, in the case of an antenna, may be installed on the exterior of a home only if installation in the attic portion of the home is not physically possible or would impair reception.

Permitted Devices and visible wiring must be painted to match the color of the structure to which it is attached if such painting does not impair the quality of the signal or void the manufacturer's warranty.

Owners shall not permit their Permitted Devices to fall into disrepair or to become safety hazards.

Awnings & Overhangs

Approval is required prior to installation. Awnings or overhangs should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. Any awning or overhang must be kept in a neat, clean, and attractive condition.

Basketball Hoops

Permanently installed backboard hoop units attached over the garage are not permitted.

PORTABLE HOOPS: Approval is not required provided the following guidelines are met:

For safety and access reasons, portable hoops may not be placed in the street or on the sidewalk except during actual play. Portable hoops are allowed in the driveways however, Owners are encouraged to store such portable unit out of view from any street, common area or ground floor of any adjacent lot, except during actual play.

BACK-YARD INSTALLATION: Approval is required prior to installation. All requests will be evaluated on placement and circumstances of each backyard, as well as court area surface, visual screening, and proximity to neighbors. See also Play Equipment.

Barbecue Grills and Outdoor Cooking Appliances

Fire safety measures shall be adhered to in locating and supervising the use of Barbecue Units on lots.

Barbecue Units must be contained within the rear yard.

Barbecues Units shall be located a minimum of five feet (5') from any property line.

Barbecue Units more than six feet (6') in height shall be located a minimum of ten feet (10') from any property line.

Any Barbecue Unit, including its chimney, shall not exceed a height of ten feet (10') as measured from the main finished floor level of the home.

Boats

Business Activities (See Section 7.3 of the Governing Documents)

See Vehicles

Home businesses must have approval. In general, home businesses must not have regular visitors, clients, employees, or deliveries; nor be apparent or detectable by sight, sound, or smell from the exterior of the Lot.

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

Campers

Clotheslines

See Vehicles

Exterior clotheslines, drying racks and drying yards are not permitted unless such clotheslines are approved by the ARC and are placed upon a lot so as not to be visible from neighboring property or adjoining streets.

All outdoor clothes poles, clotheslines, and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Retractable clotheslines will be allowed and must be retracted when not in use, all others will require approval prior to installation.

Decks

Approval is required prior to installation. Decks must be redwood or wood look/textured material (Trex decking or comparable product). Wood decks shall be left their natural color, stained with a clear sealer, or may be stained in a color that is compatible with the color scheme of the home. Painted decks are not permitted. Wood-look materials must also be a color compatible with the color scheme of the home. Decks must appear to be an integral part of the residence, and, in general, no part of the stairs or landings will be allowed to extend into the side property area beyond the back corners of the home. Deck railing must also match that of the deck, existing railing on the house or the general scheme within the community. Deck skirting is not allowed on decks that are more than two feet (2') above finished grade. No freestanding decks will be approved.

All decks must comply with the Douglas County Planned Development standards for minimum setbacks.

Deck Covers

Approval is required prior to installation. Must be of material to match either the deck or the home in both material and color. Consideration must be given regarding line-of-sight views from neighboring properties.

Decorations, Seasonal

No approval is required provided materials are in good taste. The ARC reserves the right to prohibit any holiday decorations it deems inappropriate for the image of the Sierra Ridge District.

- Figurines, lawn ornaments or other displays may not be mounted on roofs or located outside of lot fences
- Sensitivity to light levels should be applied when installing decorative holiday lighting. Exposed spotlights prohibited
- Luminarias are permitted along driveways and patios but prohibited on roofs or parapets. Paper luminarias with candles are discouraged due to potential fire danger. If used, care must be taken that paper luminarias do not blow away or litter adjacent properties
- Exterior holiday music is not permitted except for that which is played for personal and social enjoyment within a lot's outdoor living spaces

Christmas holiday exterior decorations and lighting may not be displayed or installed earlier than 30 days prior to the holiday, and are removed 15 days following the holiday.

- Decorations for any other holiday may be displayed no more than two (2) weeks prior to the holiday and must be removed within one (1) week following the holiday.

Decorations, Permanent

Any permanent items such as yard statuary, arbors, birdbaths, fountains, wall-mounted art, etc. are not allowed in the front area of the property. A birdhouse or birdfeeder, which is mounted on a pole may only be installed in the backyard and will still require ARC approval.

Dog Runs

See Pet Enclosures and Houses

Doors

ARC approval is not required if the following conditions are met:

- Screen/Storm/Security doors: Must be a neutral color or match existing color of home. Scrollwork and filigree are not permitted.
- Entry doors: must be stained or painted a color that is compatible with trim and siding color of home.

Any other door style or color must be submitted for approval. Unpainted aluminum doors are not permitted. See also Painting.

Drainage

There shall be no interference with the established drainage pattern over any property within the Community except as approved in writing by the ARC. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern that exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the ARC. The certified drainage pattern may include the drainage pattern: (a) from District Properties over any Lot or Tract; (b) from any Lot or Tract over the District Properties; (c) from any property owned by any third party over any Lot or Tract; (d) from any Lot or Tract over property owned by any third party; or (e) from any Lot or Tract over another Lot or Tract.

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

Driveways & Sidewalks

Extension, expansion or widening of a driveway is not allowed. Parking in rear or side yard area is not permitted.

Fences/Gates

Sidewalk repair does not require prior approval; however the repair must be completed to match existing sidewalk exactly and may require approval from local City/County building departments. Sidewalk or walkway additions of any kind require prior approval of the ARC prior to installation.

Approval is required prior to installation for any type of fencing. No double fencing is permitted. Limited use of fencing around hot tubs, animal enclosures, or play areas will be considered on a case-by-case basis. Each case will be considered on its individual merit and need.

Perimeter/OpenSpace fencing installed by the builder/developer **may not be removed, changed, or modified** except for the installation of 2"x4" heavy gauge wire. Heavy gauge wire must be professionally installed or installed properly by using the "stretch" method and be placed on the interior of the fencing. **No gates will be allowed in any fencing to provide access from lots to open space areas.**

Six foot (6') solid Privacy style fencing

- Solid privacy fencing, internal to a lot, may be installed provided such **lot is not adjacent to or abutting next to a, park, school playground, open space, common area, or internal bike/pedestrian path**
- Fencing may not be placed any further forward on the lot than two feet (2') behind the front corners of the main living areas of the home, including the garage, unless approved by the ARC.
- Privacy fencing must be tapered down (or "stepped") to meet any existing open rail.

48 inches (48") Open 3-Rail style fencing

- Homes backing to or abutting, **park, school playground, open space, common area, or internal bike/pedestrian path**, may only install 48 inch (48") Open 3-Rail fencing along those lot lines, and must place entire fence inside property lines as to be the sole responsibility of the homeowner.

Each Owner shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on such Owner's lot, unless such fence is to be maintained by the District. Any fence located on a lot line between two Units shall be maintained jointly by the Owners of such Units if the fence was installed by the respective builder. Any fence located on a lot line between two lots that was installed by one of the Owners shall be maintained by the Owner who installed the fence.

Fence Stain Required – all street-facing and common area facing fences shall be stained with the new Guiry's G7-18093 (water base) or G7-18092 (oil base). All other fencing may be stained with one of the following options, as long as same option is consistent throughout: 1) Guiry's G7-18093 or G7-1802, 2) Behr Transparent Natural Color, or 3) Unstained.

Fireplaces (exterior)

Only gas fueled fireplace and fire pit features are permitted. Exterior fireplace design must complement the architectural style, materials and colors of the home and conform to the following guidelines:

- Exterior fireplaces and/or fire pits must be contained within the rear yard
- Internally mounted spark arrestors should be considered a part of the finished design
- A fireplace or fire pit shall be located a minimum of five feet (5') from any property line
- A fireplace or fire pit taller than six feet (6') shall be located a minimum of ten feet (10') from any fence

- Any freestanding exterior fireplace, including the chimney, shall not exceed a height of ten feet (10') as measured from the main finished floor level of the Home.
- No open fires.

Flags and Flagpoles

The display of the American flag or of a service flag bearing a star or denoting the service of the Owner or occupant of the Lot, or a member of the Owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, on a unit owner's property, in a window of the unit, or on a balcony of the unit is permitted provided the flag(s) do not exceed 5 square feet (pursuant to Section 106.5 of the Colorado Common Interest Ownership Act). Bracket holders are permitted without prior approval. One American flag and/or one Colorado flag are permitted to be displayed provided the flag(s) do not exceed 15' square feet. Approval is required for all other flags/banners.

Sports teams flags will be allowed during the duration of a single sporting event (not the entire sport season). Christmas Holiday flags will be allowed not more than 30 days prior to the holiday and must be removed within 15 days after the holiday. For all other holidays, flags will be allowed no more than two (2) weeks prior to the holiday and must be removed within one (1) week following the holiday.

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

Garage Sales

Flags must always be kept/flown in a neat and attractive condition.

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

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalk, or street unless the homeowner is having the items picked up within 48 hours following the garage sale. Under no circumstance can items remain visible for 48 hours. **All signage must be taken down from the property and any other areas that were posted immediately after the conclusion of the garage sale.**

Gardens

Approval is required, for flower and vegetable gardens and beds and should be shown on submittals of landscaping plan. Vegetable gardens are limited to back yards and height of mature plants shall not exceed 6 feet. All gardens shall be kept in a neat, weed-free condition.

Gazebos

Approval is required prior to installation for all freestanding structures. Each submittal will be considered on its individual merit and intent. See also Accessory Structures. Dimensions must be included in the drawings.

Grade Change

Greenhouses/ Sunrooms

See Drainage.

Hazardous Activities

Approval is required prior to installation. Each submittal will be considered on its individual merit and intent. Dimensions must be included in the drawings.

No activities shall be conducted on any Unit, or within Improvements constructed on any Unit, which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit, and no open fires shall be permitted on any Unit, barbecue grills are permitted while attended to and used for cooking purposes. Gas fireplaces and/or fire pits are also permitted with written approval. , Campfires or picnic fires on property which may be designated for such use by the District are not permitted. Further, no hazardous materials or chemicals shall at any time be located, kept or

stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Hot Tub, Spa, Sauna, etc.

Approval is required prior to installation for any exterior hot tub, spa equipment, sauna, or Jacuzzi. The equipment must be designed as an integral part of a deck or patio area and installed in such a way that it is not immediately visible to or will adversely impact neighbors by noise, drainage or other such problems. The equipment will only be permitted in back yards at ground level.

Landscaping

The landscape for the Streetscape, being the area between the curb and the front of the sidewalk, is the responsibility of the homeowner. Owners are not permitted to alter plant material installed by the Builder or Declarant in the area between the curb and sidewalk (the "Tree Lawn"), except to replace dead plant material with like material, or as otherwise approved in writing by the Architectural Committee.

Landscaping shall be completed within six (6) months after initial conveyance of the property to the owner, with consideration given to planting seasons. Should an extension be foreseen due to time of year, written notice must be made to the ARC prior to the 6 month expiration, at which time; the ARC will issue a new time requirement to the owner, but in no case later than 12 months after conveyance.

When planning landscape improvements, considerations should be given to plant materials that do not require excessive moisture around foundations. Neighbor's view should be considered when locating trees and shrubbery.

All unimproved areas at the time of conveyance must be landscaped using at least 50% plant material (such as irrigated turf, shrubs, trees, or other planted material). Owners are encouraged to incorporate drought tolerant, low irrigation demand plants into their landscaping plans. Approval is required.:

- A. Landscape plans and designs must be submitted.
- B. Retaining walls or grade changes.
- C. Hardscape or paving, which may include, but not be limited to pavers, sidewalks, patios, stone paths, etc.
- D. Has less than 50% sod in the "front" and/or "rear" yards.
- E. If the property is adjacent to open space (parks, common areas, etc.) or roadways.
- F. If the landscape plan contains any proposed Improvement not specifically mentioned within these Design Guidelines, or if any such desired Improvement is described herein as requiring approval prior to installation.

Landscaping must always be kept in a neat, healthy, weed-free, and attractive condition.

Approval is required prior to the installation of artificial turf. Artificial turf is only allowed in back yards. The back yard must be enclosed on all sides by a privacy fence and the turf must not be visible from the street or any common area tracts.

See Exhibit C for plant material and other landscaping minimums/requirements.

Lights

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare. Further, no annoying light, shall be permitted in any portion of the District that may be seen from any other Unit.

All exterior lighting must be approved by the ARC prior to installation and also must be in accordance with the following guidelines:

- All lighting, including any security type fixture, must be directed downwards and the light "cone" created must be contained within the property boundaries to avoid a glare source to neighboring properties

- Walkway lighting must be directed to the ground and shall not exceed twenty-four inches (24") in height
- Lighting fixtures shall match other exterior fixtures so as to be less obtrusive.

Motor Homes

See Vehicles.

Nuisances

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

Painting

Approval is required prior to painting. The ARC will take into consideration the color tone and brightness, architectural style, stone or brick accents, roofing colors, and compatibility with other colors. No adjacent properties shall be allowed to use the same color scheme. **Repainting with the same colors as originally installed by Builder or Declarant does not require ARC approval.**

Color samples must be at least 8"x10" and marked clearly as to the areas in which they will be used. The submittal package must also include a color picture of the home that indicates the current color scheme, and pictures of adjacent properties. Exterior finishes shall be compatible with the generally established neighborhood theme. Accent and "punch" colors, such as front doors, shutters, etc. may be more pronounced, however in no case shall bright, neon, fluorescent, or primary tones be allowed.

Patios

Approval is required prior to installation. Materials compatible with the home in color and size such as pavers, flagstone, or concrete should be utilized. See also Additions/Expansions and Decks. The vertical surface of exposed concrete in excess of 12" to be finished and treated. Dimensions must be included in the drawings.

All patios must comply with the Douglas County Planned Development standards for minimum setbacks.

Patio Covers

Approval is required prior to installation. See Deck Covers.

Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Tract except (a) domesticated birds and fish and other small domestic animals permanently confined indoors and (b) an aggregate of not more than three domesticated animals (e.g., two cats and one dog) provided that they are not kept, bred or maintained for any commercial purpose. Subject to the foregoing exceptions, no animal of any kind shall be permitted that in the opinion of the ARC makes an unreasonable amount of noise or odor or is a nuisance. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet owner or such owner's representative. All Owners shall be responsible for immediate removal and proper disposal of any pet waste deposited on Common Areas. In addition, all Owners shall routinely remove and dispose of accumulations of pet waste deposited on any Lot so as to maintain an appealing appearance and control odors. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet. The ARC shall have the right, but not the obligation, to adopt and issue standards and requirements regarding the keeping, boarding and maintenance of animals in the Community, provided that any such standards and requirements are consistent with the Declaration.

Pet Enclosures & Houses

Approval is required for all pet enclosures. Maximum size of pet enclosure is 200 square feet. No larger than 10' x 20'. Acceptable fencing material shall meet the existing District fencing detail. Dimensions must be included in the drawings.

Chicken wire and chain link material is NOT permitted anywhere in the community.

Wood or recycled wood-look materials are recommended. If a side property line fence is intended to be used as one wall of the pet enclosure, and the fence is jointly owned by adjoining neighbors, written approval must be obtained from the adjoining neighbor and submitted with the request for the pet enclosure.

The maximum size of a pet house that may be installed is (4) four feet wide by (4) four feet in length or sixteen square feet (16') and may not be visible above the fence line. All other pet houses require approval prior to installation. Pet houses must be compatible with the home in material and color and installed in the back yard only.

Play Equipment

Approval is required prior to installation. This includes fort-style play structures, swing sets, climbing equipment, sport courts, putting greens, etc. Equipment shall be in the back yard and must be a minimum of six feet (6') from any property line. Maximum allowable height of swing sets/play structures is twelve feet (12') from ground with natural wood and/or earth-tone finishes. Additional landscape screening or setbacks may be required depending on location of play area and proximity to adjacent properties. See also Basketball Hoops and Trampolines.

Sport courts will be evaluated on an individual basis. Sport courts may not exceed 625 square feet, must be at least fifteen feet (15') from any property line, placed in back yards only, and finish materials shall be of a neutral color such as green or gray. The District reserves the right to deny any court for any reason and may require vertical landscaping improvements or other screening material. Back yard basketball hoops will be reviewed under the same criteria as sport courts.

Radon

Approval is required for all Radon Mitigation Systems. Location of the system components must be as inconspicuous as possible. Radon Piping and Fan will be painted to match homes existing body color and downspout.

Retaining Walls

Any retaining/landscape wall in excess of thirty-six inches (36") in height is required to have a professional engineer's certificate, accompany the request. The District will not approve but must have request/certificate on record.

The engineer's certificate must certify structural soundness and that historical water flows onto adjacent lots will not be impacted. See also Drainage.

Retaining walls must be either brick, dry stack stone material, or architecturally finished concrete. Wood (i.e. railroad ties, etc.), unfinished concrete, or CMU blocks are not permitted. No other materials will be allowed.

Retaining walls should not be constructed in any existing drainage or utility easements.

Roofing

Approval is required prior to installation.

Sheds

See Storage Structures. Dimensions must be included in the drawings.

Siding, Exterior Material

Approval is required prior to installation, for any change, repair or replacement to any exterior materials on the home. Further, areas that were painted must remain painted and areas with masonry must be left as masonry in their original colors and texture. Requests for additional masonry will require prior approval.

Signs

Approval is required for all signs with the following exception:

1. One sign advertising the home for sale or for lease, not to exceed four feet (4') in height and three x two feet (3' x 2') in dimension. Sign shall be removed within 1 week after closing/transfer of property.

Any political signs are restricted to the following:

- May not be displayed earlier than 45 days before election and 7 days after.
- One sign per political office or ballot issue that is contested in a pending election.
- May not exceed thirty-six by forty-eight inches (36" x 48") in size.
- Must remain within owner's property lines.
- Political signs may NOT be placed on any common area.

Skylights

Approval is required prior to installation. Skylights must be installed as an integral design component of the roof, at the same pitch and angle of the existing roof. Bubble style skylights are not permitted.

Solar Energy Devices

Approval is required prior to installation. All such devices must be integrated into the existing design of the home, and if roof mounted, shall be at the same pitch and angle of the existing roof. No exterior plumbing may be visible from the street or adjoining properties. All solar energy devices must be installed by a professional.

Sounds or Odors

No sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. Further, no sound or odor shall be permitted in any portion of the Community that may be seen, heard, or smelled from any other Unit.

Storage Structures/Sheds

Sheds and storage structures require prior approval and will be considered on a case-by-case basis. Sheds or outbuildings shall be considered storage structures for the purpose of these Design Guidelines and the Declarations. Storage Structures are discouraged, however, and any proposed Storage Structure shall meet the minimum following criteria:

- Storage structures may not exceed eight feet (8') in height, this includes peak of roof.
- Sheds may not be larger than forty-nine 49 square feet (49'). (7x7)
- A minimum six feet (6') setback from a property line is required. Sheds should not be placed within the boundaries of a utility easement.
- Vertical landscape materials or other screening may be required to minimize the impact of adjoining properties
- All storage sheds must utilize the same material, color, pitch, and design of the home and shall be maintained in a clean, neat, and attractive condition as all times.
- Other restrictions may also be imposed, based on the Committee's evaluation of the lot, grade, and visibility from the street or adjoining properties.
- Dimensions must be included in the drawings.

See Also Additions and Remodeling.

Swamp Coolers, AC

All cooling devices shall be installed at ground level or completely contained within the structure. Exterior window mounted swamp coolers, evaporative coolers, or air-conditioning units are not allowed. Air conditioning units are to be installed at street level and located in a "side" or "rear" yard and must be approved by the ARC prior to installation. Rooftop installations are not allowed. Penetration of siding for installation of cooling devices is not permitted, other than what may be required for service lines.

Satellite Dishes

No satellite dishes in excess of thirty-nine inches (39") in diameter are permitted. See also Antennas.

Swimming Pools

Approval is required prior to installation (except as noted below).

Updated: August 6, 2020

All appropriate permits must be obtained from the governing municipality and all safety requirements met. Permanent above-ground pools are prohibited.

Inflatable or lightweight wading pools and splash pools not exceeding twelve feet (12') in diameter, placed in the back yard, may be used without prior approval between the months of May and September.

Trampolines

Approval is required prior to installation. The top surface of the trampoline shall not exceed six feet (6') in height from ground level and shall be placed in the back yard at least six feet (6') from any property line. Safety netting or other containment materials may not exceed ten feet (10') in height from ground level. The trampoline must be kept in a neat, clean, and maintained condition, and be secured to the ground.

Trailers

See Vehicles and Vehicles, Parking.

Trash and Materials

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

Tree Houses

Tree houses are not permitted.

Unightly Conditions

Each Unit shall always be kept, maintained, repaired and replaced in a good, clean and appealing condition by the Owner thereof.

Gravel, rock mulch, bark mulch, timbers, block, or other types of bulk landscaping material or construction material must be installed on the lot or moved to a location not visible from the street within 14 days of delivery.

Vehicles, Parking, Storage and Repairs

Garages are intended to be used for the parking and/or storage of vehicles. No storage of any vehicle(s) shall be allowed other than in the garage areas. Owners are not allowed to have their vehicles perpetually parked outside in driveway areas without being regularly driven. No vehicles shall be parked on landscaped areas (i.e., rock, sod, mulch, plants, etc.).

No house trailer, camping trailer, boat trailer, hauling trailer, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks that are rated 1 ton or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Unit, unless such parking or storage is entirely within the garage area of such Unit or will be suitably screened from view in accordance with the Rules and Regulations or prior written approval of the Board.

No Commercial Vehicles shall be allowed to be parked on any Lot within the Community, unless such parking or storage is entirely within the garage of any Lot, with the garage door generally in a closed position. A "Commercial Vehicle" is any vehicle that: is used to transport cargo or passengers for profit or hire, or otherwise to further the purposes of a business or commercial enterprise; and may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle. However, any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. But this restriction does not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed; provided, however, that otherwise permitted vehicles may be parked for such length(s) of time as determined by the Board and/or as provided in the Rules and Regulations and/or policies and procedures of the District.

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the District unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent the washing and polishing, on a Unit, of any motor vehicle, boat, trailer, motor cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing subject to any watering restrictions.

Waterfalls, Features

Approval is required prior to installation. In all cases, water features may not exceed four feet (4') in height, must use re-circulating systems and the design should minimize evaporative losses.

Windows

All windows shall be painted or stained wood, vinyl, composite or non-reflective metal framers and dividers. Reflective glass and reflective window tinting are not permitted.

Wood Storage

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

EXHIBIT A

A. General Rules

1. Facilities of the District are open for use from one-half hour before sunrise until one-half hour after sunset.
2. Vandalism, graffiti, removal, destruction, or alteration of District property is strictly prohibited.
3. Emergency access easements, paths and rights-of-way are for the exclusive use of authorized governmental emergency vehicles and pedestrian/bicycle traffic only.
4. Violation of any of these rules may result in criminal prosecution or the imposition of a civil penalty, removal from the property/facility and denial of future use privileges.
5. No commercial concession or solicitation shall be operated or charged, or donation solicited or requested on any District property. Programs, real estate signs, circulars, pamphlets, handbills, advertisements etc. shall not be sold, given away or posted on any District property without prior written approval from the District.
6. District parks and Facilities are routinely patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or county ordinances will be enforced.
7. The Clubhouse is a drug-free, smoke-free, and tobacco-free environment. No tobacco, marijuana, smoking (vaping), or drug use is permitted in District Facilities. No glass containers of any kind are permitted.
8. All athletic fields, courts or swimming facilities are subject to District authorized league scheduling and these Permitted groups have priority use of Facilities.

B. Park and Facility Usage Rules

1. The District prohibits the following from District park, clubhouse, swimming pools, open space, landscape features and/or shelters:
 - a. Unauthorized motorized vehicles.
 - b. Practicing golf or having golf clubs in a park or open space.
 - c. Littering or dumping of trash.
 - d. Horses on turf or near shelters.

- e. Misuse/defacement of any Facilities or property.
- f. Weapons of any kind, including any projectile (lawn darts, etc.).
- g. Fireworks or open flames (including model rockets) of any kind.
- h. Tree houses, rope swings or other attachments to trees or facilities.
- i. Swimming, wading, or boating in any detention pond or flooded area.
- j. Glass containers of any kind.
- k. Overnight camping and open fires.
- l. Signs, banners, or other displays without Permit.
- m. Disorderly conduct and/or abusive language.

2. General Park and Open Space Rules:

- a. All pets must always be on a leash and under owner's direct control.
- b. Pet owners are responsible for immediate removal of pet waste.
- c. No animals shall be tethered to any District Facility, trees or left unattended at any time.
- d. Shelter/Field use is on a first come/first served basis, subject to prior reservations.
- e. Wildlife and/or its habitat shall not be disturbed in any manner.
- f. Fires/grilling allowed only in self-contained grills at least twelve inches (12") above the ground.
- g. Music or noise of any type or source shall be kept to a level so as not to disturb other Facility users or surrounding homeowners, any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the express Permit of the District.
- h. Facility users are personally liable for the destruction of District property and for any damage to nearby homes caused by their activities in the Park/shelter.
- i. Park, clubhouse, and open space reservations will be available upon approval of an application to the District on the form attached hereto as Appendix A.1. Reservations are revocable at the discretion of the District and are subject to availability. A deposit may be required for use of the Facilities.

- j. All Facility users are responsible for removal and proper disposal of all trash, litter and debris and cleanup of spills in picnic areas.
- k. No portion or area of a park, clubhouse or shelter shall be cordoned off or otherwise reserved for use without a Permit of the District.
- l. Any group or Person reserving a Facility for a group in excess of 10 people is required to obtain a permit in the form attached hereto as Appendix A.1.

C. Fence, Sidewalk and Landscape Rules

1. No cuts, doorways, gates, paths, or driveways are to be made in any District owned fence, right-of-way, or landscaped areas for any reason.
2. Postings, signs, or banners of any type shall not be attached to any District owned fence and shall not be posted on any District property except as authorized by the Board in designated locations. (e.g. real estate, garage sale or other signs shall not be placed on District property at the entrances to the subdivisions). Signs posted in violation of this regulation are subject to removal and disposal by the District without notice.
3. Travel on District property is limited to designated sidewalks, paths, and drives.
 - a. The maximum bicycle speed on sidewalks, paths and trails is 10 m.p.h.
 - b. Alcoholic beverages and illegal drugs are prohibited on District trails and sidewalks at all times.
 - c. Pets must be on a leash under the direct control of the owner and shall not be tethered to any District facilities or left unattended.
 - d. Pet owners are responsible for removal of pet waste.
 - e. Littering or dumping on or along sidewalks, trails and paths is prohibited.
 - f. Motorized vehicles of any type are prohibited in parks, on sidewalks, trails, or paths.
 - g. Sidewalk, trail, and path users should be respectful of other users and should yield when entering or crossing. Bicyclists must yield to pedestrian traffic. Keep right except to pass and use an audible warning when passing.
 - h. Removal or destruction of landscape materials, irrigation system components, trees or vegetation is strictly prohibited. Landscape rocks shall not be disturbed.

or otherwise be thrown, kicked, or moved into the streets, lawns or other inappropriate areas. Violators will be prosecuted to the full extent of the law.

D. Clubhouse and Swimming Facility Rules

1. All Rules and Regulations applicable to the Facilities of the District shall apply to the clubhouse and swimming Facility.
2. Separate rules and regulations may be imposed regarding the use and conditions for use of the clubhouse and swimming Facility. All users of the clubhouse and swimming Facility accept and acknowledge that such use is conditioned on and subject to said rules and regulations. By use of the clubhouse and swimming Facility each Person, and in the case of a minor, the parents, guardian, or other legally responsible Person for said minor agrees to said rules and regulations.
3. See the Clubhouse & Pool Use Agreement
4. See the Facility Reservation Application/Permit

APPENDIX A.1

FACILITY RESERVATION APPLICATION/PERMIT

Location of Management office: 3600 S. Yosemite Street, Suite 400, Denver, CO 80237

Responsible Party Name: _____ Facility location: 10185 Urbana Blvd
Address: _____ Date(s) of Event: _____
City: _____ Hours: ____ a.m./p.m. TO ____ a.m./p.m.
Phone: Hm-_____ Wk-_____ No. of Persons: (maximum occupancy 76)
Sponsor/Organization: _____ Purpose of Event: _____
Special Requests: _____

By policy established by official action of the Sierra Ridge Metropolitan District Nos. 1&2 regarding issuance of Facility Reservation Permits for guaranteed reservations and/or league use of Facilities within the District jurisdiction, "On application made by responsible and identifiable individuals, corporations or public bodies, the District is directed to issue a Facility Use Permit for guaranteed reservation and/or league use which would waive, with respect for those applying users, their immediate families and guests, the rules governing the first come/first served use basis and that this applies only to District Facilities." Non-District (This Includes Copper Steppe) Residents are required to provide valid Identification.

VIOLATION OF ANY OF THE PERMIT CONDITIONS OR THE RULES AND REGULATIONS OF THE DISTRICT MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF USE PERMIT FEE. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

In addition to the Rules and Regulations for Sierra Ridge Metropolitan District Nos. 1&2, the following are conditions of the Permit:

- 1. At termination of use, the Facilities shall be restored to a litter free condition.
2. If additional security or traffic control measures are required, the District will not assume any financial responsibility therefore, but will be available for coordination purposes.
3. Tents, booths, stands, canopies etc. are prohibited without the express written consent of the District.
4. All beverages must be contained in cans, boxes, or plastic containers. Glass bottles or containers are not allowed in any District Facility.
5. If required by the District, the permit holder shall arrange for portable sanitation facilities/comfort stations and shall be solely responsible for the timely delivery/pickup and costs thereof.
6. A copy of this permit must be in the possession of the applicant or designated representative and presented to District or law enforcement personnel upon request.
7. The applicant shall be responsible for his/her own actions and the actions of the parties represented as a result of this permit. The applicant shall be held solely liable for any and all damages resulting from activities involving District Facilities.
8. The District prohibits discrimination of any kind in the issuance or enforcement of permits.
9. Cancellation or date changes of less than 30 days' notice may result in loss of any required deposit fee.

I have read and fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant: _____ Date: _____
Approved: _____ Date: _____
District Deposit: \$250.00 (Paid: Check# _____ on _____ (date)
Non-District (This Includes Copper Steppe) Deposit: \$500.00 (Paid: Check# _____ on _____ (date)
Rental Fee: _____ (Paid: Check # _____ on _____ (date)
Additional Conditions: _____

APPENDIX B

SCHEDULE OF FEES AND PENALTIES

1. Fees:

- a. Damage Deposit – The damage deposit for use of the District's Facilities is \$250.00 if you reside in Sierra Ridge. The damage deposit is \$500.00 if you are a Non-District (This Includes Copper Steppe) Resident.

* Applicant may be held liable in excess of the above for excessive damage or clean-up required.
- b. Leagues – Those wishing to reserve the Facilities for league play must apply in writing to the District. Under no circumstances will league play reservations amount to more than 25% of the available Facility time. The District may impose a fee in excess of the damage deposit for league play.
- c. Miscellaneous Activities – The District shall consider all requests for use of its Facilities and shall establish an appropriate rate therefore, in addition to the damage deposit, based upon the reasonable cost of providing the use requested. Written requests for such activities must be presented to the District at least 30 days prior to the event.
- d. Administrative Fees – The District may impose fees related to the administration and operation of the District. Such fees may be amended from time to time without revision of the Rules and Regulations and are available upon inquiry to the District. Fees are due within 30 days of invoice unless otherwise required. The District may impose penalties, interest and late charges in an amount determined by the District for any late payment. The District should be contacted for current fee schedules.

There is a separate schedule of fees available upon request from the District, to be updated from time to time, to include such fees as working capital, annual operations fees, system development

Current Fees as of the Effective Date of these Rules and Regulations:

- 1) **Working Capital Fee** in the amount of \$650.00 be assessed and collected against each single-family lot within the Property upon sale or transfer of that lot to any unrelated third party.
- 2) **Annual Operations Fee** in the amount of \$600.00 per year per single-family lot which shall be assessed and collected in quarterly payments of \$150.00 per quarter or upon such other schedule as may be determined by the District and shall commence upon transfer of the detached single-family lot by the initial homebuilder to a resident;

Failure to make payment of any Fees or Penalties due hereunder shall constitute a default in the payment of such Fees. Upon a default, interest shall accrue on such total amount of Fees due at the rate of twelve percent (12%) per annum and District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including but not limited to foreclosure of its perpetual lien. The

defaulting property Owner or Customer shall pay all costs, including attorneys' fees, incurred by District in connection with the foregoing. In foreclosing its lien, District will enforce the lien only to the extent necessary to collect unpaid fees, interest, and costs.

2. **Rules and Regulations Penalties:**

Pursuant to Section 32-1-1001, C.R.S., the District is authorized to enforce the provisions of these Rules and Regulations and Declarations and impose penalties for violations thereof. Penalties may be imposed cumulatively for separate offenses or repeated violation of the same rule or regulation. The District reserves such rights of assessing additional penalties and/or interest against unpaid amounts and of foreclosure or lien as may be provided by law for collection of unpaid penalties assessed by the District. The District reserves the right to pursue criminal actions in addition to the penalties set forth herein. Criminal penalties imposed by appropriate jurisdictions shall not off-set the penalties assessed by the District.

- a. **Standard Penalty** – Unless otherwise specified herein, the penalty for violation of the District Rules and Regulations shall be \$75.00 for the first offense and \$300.00 for each subsequent violation of the same rule or regulation.
- b. **Unauthorized Use** – If any Person uses any District Facility in an unauthorized manner or for which prior written permission of the District has not been obtained, or if the Person is an out of District (This Includes Copper Steppe) resident who is not authorized to use District Facilities, the Standard Penalty for the infraction shall be twice that established in these Rules and Regulations.
- c. **Actual Costs** – Anyone who, while violating the Rules and Regulations of the District, causes damage to the Facilities or property of the District or whose violation requires the District to expend funds for the remediation thereof shall pay all Actual Costs of replacement, repair or remediation of the damages caused by such violation and all administrative and legal costs incurred by the District as a result thereof.
- d. **Payment Due** – Payment of penalty assessments are due within 30 days of receipt of notice. Notice shall be either personally served on the violator or shall be sent certified United States mail to the address of the violator. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction. A late penalty of \$15.00 shall be added to the penalty amount if payment is made after 30 days. The District reserves the right to charge additional interest on all unpaid amounts in accordance with §32-1-1001, C.R.S.
- e. **Alcohol:** The Managing Agent for the Sierra Ridge Metropolitan Districts must provide prior written approval for any event where alcohol is to be served or consumed. Persons serving alcohol within District Facilities assume full responsibility and liability for any injuries, damages and losses that may arise in connection with the service of alcohol. In the event that Alcohol is served without the following, there will be a \$1,000.00 fine per occurrence. In order to apply for written approval, Owner/Authorized User must:
 - 1) hire a licensed bartender who carries at least \$1 Million in general liability insurance with liquor liability coverage, OR

- 2) hire a bartender who may not have the required \$1 Million insurance coverage AND Owner/Authorized User must obtain their general liability insurance with liquor liability coverage with at least \$1 Million in coverage, where Sierra Ridge Metropolitan District Nos. 1 and 2 are listed as additional insureds.
- 3) with submission of application, provide a Certificate of Insurance confirming the requisite coverage and identifying the Districts as additional insureds.

EXHIBIT B – ARCHITECTURAL REVIEW APPLICATION

Submit to:

Sierra Ridge Metropolitan District No. 1

c/o Advance HOA Management, Inc.

P.O. Box 370390, Denver, CO 80237

Office Location: 3600 S. Yosemite Street, Suite 400, Denver, CO 80237

Phone: 303-482-2213

clientservices@advancehoa.com (preferred method) or 303-495-5895 fax

An application must be completed and approved BEFORE any improvements are made.

Date Submitted: _____

Property Owner _____

Name: _____

Property Address: _____

E-mail: _____

Home No: _____ Cell No: _____

Please specify type of request:

- Painting Front Landscaping Rear Landscaping Deck/Patio/Slab Fencing
- Lighting Play Equipment Pet Enclosure Radon Mitigation System Storage Shed
- Other: PLEASE DESCRIBE:

Description of Improvement. Include picture, colors, drawing, brochure, types of materials, dimensions or other information that will be helpful to understanding your request.

Sheds or storage buildings require plot map depicting location of building on the lot map. Include all dimensions of building.
Painting: state paint colors, portion of home to be painted, trim colors and accent colors

Details: _____

I understand that approval of the Board of Directors and/or Architectural Review Committee is required in advance to proceed. I understand that the Architectural Review Committee has up to 45 days to reply and **no response is considered Denied.** I also understand that the approval does not constitute approval of the local City/County building departments and that a Building Permit may be required. I have answered, truthfully, all questions pertaining to the proposed mentioned improvement or modification and have attached all samples, plans and permits required. I agree to complete all proposed improvements promptly after receiving approval.

Date: _____ Signature: _____

EXHIBIT C – PLANT MATERIAL AND LANDSCAPE MINIMUMS/REQUIREMENTS

All owners are required to have landscape plans approved and all landscape complete within six (6) months from the date of close on the home. Please note that failure to comply with the given time frame may result in fines and further action by the District. To maintain the integrity and aesthetics of our community, the District has implemented requirements for the all landscaping. Once approval is received and landscaping installed; all yard areas must be maintained and kept in a neat, attractive, and well-groomed condition.

Plant Material Size Requirements:

- Deciduous trees – 2” caliper
- Ornamental trees – 2” caliper
- Evergreen trees – 6’ height
- Shrubs – 5-gallon container
- Mulch – 1 Cubic yard per 80 sq. ft. area and at a 4” depth.
- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.

Ground Cover may consist of the following:

- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.
- Organic mulch of a 3” depth (wood or bark chips, pine needles, cones, sticks, straw or leaves).
- Breathable (non-plastic) weed barrier under all ground cover.
- Large Cobble of 3”-12” in diameter for designated drainage ways, 3:1 slope and in water features.

FRONT YARD

- Front yards are installed by the builders per development and county guidelines and can be enhanced upon approval from the ARC.
- Corner Lots may not contain any plant material that exceeds 30” in height at maturity, in sight triangles.
- Trees within front and side yards must comply with the master development street tree program and may not be removed without prior written approval from the ARC.

REAR/SIDE YARD

- Landscape for rear and side yards of each home should have a variety of deciduous and coniferous plant materials.
- All unimproved areas at the time of conveyance must be landscaped using at least 50% plant material (such as irrigated turf, shrubs, trees, or other planted material).