

**ELLSTON PARK METROPOLITAN DISTRICT  
CITY OF COLORADO SPRINGS, COLORADO  
2024 ANNUAL REPORT**

Budget Department  
City of Colorado Springs, Colorado  
*via Email*

Clerk and Recorder  
El Paso County, Colorado  
*via Email*

Office of the State Auditor,  
*via E-Filing Portal*  
1525 Sherman Street, 7th Floor  
Denver, Colorado 80203

Division of Local Government,  
*via E-Filing Portal*  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Pursuant to Section VII of the Service Plan for the Ellston Park Metropolitan District (the “**District**”), the District is required to submit an annual report (the “**Report**”) for the preceding calendar year no later than August 1 of each year to the Budget Department of the City of Colorado Springs, Colorado (the “**City**”). Pursuant to Section 32-1-207(3)(c)(I), C.R.S., the District is also required to submit this Report to the Division of Local Government, Office of the State Auditor, and the El Paso County Clerk and Recorder; the Report must also be posted on the District’s public website.

For the year ending December 31, 2024, the District makes the following report:

**1. Boundary changes made:**

There were no changes made to the District’s boundaries during fiscal year 2024.

**2. Intergovernmental agreements entered into, proposed or terminated:**

There were no intergovernmental agreements entered into, proposed or terminated during fiscal year 2024.

**3. Access information to obtain a copy of the Rules and Regulations:**

The District has not adopted rules and regulations as of December 31, 2024.

Attached as Exhibit A is the District’s Declaration of Covenants, Conditions, and Restrictions and Design Guidelines.

**4. A summary of any litigation involving public improvements by the District:**

There was no litigation, pending or threatened, against the District of which we are aware.

**5. Status of the construction of public improvements by the District:**

The District did not construct any public improvements during fiscal year 2024.

**6. List of facilities or improvements constructed by the District that were conveyed to the City:**

There were no facilities or improvements constructed by the District that was conveyed to the City during fiscal year 2024.

**7. Final Assessed Value of Taxable Property within the District's boundaries as of December 31, 2024:**

The 2024 total assessed value of taxable property within the boundaries of the District is \$390,220.

**8. Current annual budget of the District:**

Attached as Exhibit B is a copy of the District's Budget for the current fiscal year 2025.

**9. Most recently filed audited financial statements of the District. To the extent audited financial statements are required by state law or most recently filed audit exemption:**

Attached as Exhibit C is a copy of the District's application for exemption from audit for fiscal year 2024.

**10. Notice of any uncured defaults:**

There were no uncured events of default during the reporting period.

**11. The District's inability to pay any financial obligations as they come due under any obligation which continues beyond a ninety-day period:**

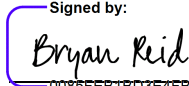
There were no instances of the District's inability to pay its obligations during the reporting period.

**12. Copies of any Certifications of an External Financial Advisor provided as required by Section V(6) of the District's Service Plan:**

N/A.

Respectfully submitted this 21st day of July, 2025.

ELLSTON PARK  
METROPOLITAN DISTRICT

By:  Signed by:  
0083FEB1BD3E4FB...  
Secretary

**EXHIBIT A**

Declaration of Covenants, Conditions, and Restrictions and Design Guidelines.

Note to El Paso County Clerk and Recorder: Please index in the Grantee's index under Ellston Park Metropolitan District and in the Grantor's index under Melody Homes, Inc.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF ELLSTON PARK METROPOLITAN DISTRICT**

El Paso County, Colorado

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ELLSTON PARK

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EXHIBIT A – Community or Property

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ELLSTON PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ELLSTON PARK (“**Declaration**”) is made and entered into by Melody Homes, Inc., a Delaware corporation (“**Declarant**,” as hereinafter more fully defined).

### **RECITALS**

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

B. This Declaration does not create a Common Interest Community (as defined by the Colorado Common Interest Ownership Act at C.R.S. § 38-33.3-103(8)). Therefore, this Declaration is not governed by the Colorado Common Interest Ownership Act (“**Act**”).

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

### **AFFIRMATION**

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

### **GENERAL**

A. **Community**. Declarant intends for the development of the Property as a community of single family (attached or detached) residential homes and related uses known as Ellston Park. All of the Property is located within the District, as hereinafter defined. Because ownership of a Unit (as defined below) does not obligate the owner to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in these Covenants, the Property is not and will not be a “common interest community”, as defined in the Act, and therefore the Property and this Declaration are not subject to or required to comply with the Act. Declarant confirms its intention that the Act will not apply to the Property or this Declaration.

B. Purposes of Declaration. This Declaration is executed (a) to further a common and general plan for the development and ongoing maintenance of the Community; (b) to protect and enhance the quality, value, aesthetics, desirability and attractiveness of the Community; (c) to provide for and define certain duties, powers and rights of the Architectural Review Committee, as defined herein; (d) to define certain duties, powers and rights of the District under this Declaration; and (e) to define certain duties, powers and rights of Owners of Lots and Units within the Community.

C. Declarations. Declarant, for itself and its successors and assigns, hereby declares that the Community, and all property that becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Community and all property that becomes part of the Community; (b) Declarant and its successors and assigns; (c) the District and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in any portion of the Property or in any property that becomes part of the Community, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Declaration will be recorded in the real property records of the County.

## **ARTICLE 1. DEFINITIONS**

### **Section 1.1. Architectural Review Committee or ARC.**

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

### **Section 1.2. Board.**

“Board” means the Board of Directors of the District.

### **Section 1.3. Builder.**

“**Builder**” means and includes any Person who: (i) acquired or acquires one or more Lots or Multifamily Parcels for the purpose of constructing at least one residence on each such Lot or Multifamily Parcel and selling and/or renting such Unit to the public, and/or (ii) acquires one or more Units for sale to any Person fitting the description in Section 1.3(i); and is designated as a “**Builder**” under this Declaration in a written designation that is signed by the Declarant and Recorded. (Declarant or a Builder may, subject to the terms of this Declaration, create one or more common interest communities within the Community.)

**Section 1.4. Community or Property.**

“**Community**” or “**Property**” means real estate and Improvements described on the attached **Exhibit A**, as supplemented and amended, and subject to the provisions of this Declaration. The name of the Community is Ellston Park.

**Section 1.5. Declarant.**

“**Declarant**” means Melody Homes, Inc., a Delaware corporation, as well as any other Person(s) to whom Declarant (or any subsequent Declarant), by Recorded document, expressly assigns one or more rights of a Declarant under this Declaration (which shall be the extent of the Declarant’s rights to which such assignee succeeds). Use of the word “**Declarant**” in the Governing Documents denotes the aforesaid entity or their designated assignee(s), as provided in the preceding sentence.

**Section 1.6. Declaration.**

“**Declaration**” means this Declaration of Covenants, Conditions and Restrictions of Ellston Park, as supplemented and amended, and also including maps and plats of the Community.

**Section 1.7. Development Rights.**

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

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

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

**Section 1.8. District.**

“**District**” means Ellston Park Metropolitan District and/or any other metropolitan district(s) to which any of the District may transfer or assign any or all of the rights and duties of the District under this Declaration, and/or any authority or other similar entity formed by such District relative to the administration and operation of such District. Any such assignment or transfer, if any, shall be effective upon recording in El Paso County, Colorado, of a document of transfer or assignment, duly executed by each applicable District. In addition to the authority granted to the District in this Declaration, each District has such other authority with respect to the exercise of such authority, as may be permitted by the Special District Act, C.R.S. 32-1-101 *et seq.*, including but not limited to the

right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and to undertake enforcement actions.

**Section 1.9. *Governing Documents.***

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

**Section 1.10. *Improvements.***

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

**Section 1.11. *Lot***

“**Lot**” means each lot that is platted within the property described on the attached **Exhibit A**, which is subject to this Declaration, or a lot platted and subsequently annexed into the Community and subjected to this Declaration pursuant to Section 8.3 or 8.5 with the exception of any property publicly dedicated on a recorded plat.

**Section 1.12. *Multifamily Parcel.***

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

**Section 1.13. *Owner.***

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

**Section 1.14. *Person.***

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

**Section 1.15. *Records.***

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

**Section 1.16. *Security Interest.***

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

**Section 1.17. *Security Interest Holder.***

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

**Section 1.18. *Special Declarant Rights.***

“**Special Declarant Rights**” means the following rights, which rights are hereby reserved for the benefit of the Declarant and which rights may be further described in this Declaration: to build and complete Improvements; to exercise any Development Right; to maintain sales offices, construction offices, management offices, model homes and signs advertising the Community and/or Units; to use easements through the Community for the purpose of making Improvements within the Community or within real estate which may be added to the Community. All of the Special Declarant Rights may be exercised by a Declarant with respect to any portion of the Property now or hereafter within the Community. A Declarant may exercise any or all of these Special Declarant Rights at any time. Such rights shall terminate automatically either twenty-five (25) years after the date of Recording of this Declaration or the date that is three (3) years after such time as any Declarant or any Builder no longer owns any portion of the property described on the attached **Exhibit A**, whichever occurs first.

**Section 1.19. *Unit.***

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

## **ARTICLE 2. DISTRICT**

### **Section 2.1. *Authority of the District to Appoint ARC.***

The District (through the Board) shall appoint all members of the ARC and may remove all or any of the members of the ARC which have been appointed by the District as provided in Sections 4.1.1 and 4.1.2.

### **Section 2.2. *Cooperation and/or Delegation.***

The District shall have the right and authority to cooperate with, contract with, and/or delegate to, any community or homeowners' association, or other governmental entity, and/or any other Person(s), certain rights and duties of the District in order to increase consistency or coordination, reduce costs, or as may otherwise be determined beneficial by the Board.

### **Section 2.3. *Rules and Regulations and Policies and Procedures.***

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

### **Section 2.4. *Notice of Meetings and Other Matters of the District.***

Notices of any meetings, newsletters and other correspondence or documents concerning the ARC shall be sent to Declarant at the same time that such notices, newsletters, and other correspondence or documents are sent to the Owners. However, the foregoing shall expire upon automatic termination of the Special Declarant Rights as provided in Section 1.18 of this Declaration (Special Declarant Rights).

### **Section 2.5. *Authenticated Electronic Representation.***

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

### **Section 2.6. *District Maintenance Obligations.***

Ownership of the public tracts shall be conveyed to the District and the District shall provide for the ongoing maintenance of the common tracts and improvements thereon, including but not limited to streets, curb and gutter, sidewalks, detention facilities, trails, and public landscaping.

## **ARTICLE 3. FINES**

### **Section 3.1. *Personal Obligation for Fees, Rates, Tolls, Penalties, or Charges.***

The District has the power to assess fees, rates, tolls, penalties, or charges as provided in the Special District Act and other State statutes. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees, and shall be personally obligated, to pay to the District any and all fees, rates, tolls, penalties, or charges assessed by the District, as hereinafter provided. If more than one person or entity is an Owner of a Unit, then all such Owners shall be jointly and severally liable to the District for the payment of all fees, rates, tolls, penalties, or charges attributable to their Unit.

### **Section 3.2. *Purpose of Fees, Rates, Tolls, Penalties, or Charges.***

The fees, rates, tolls, penalties, or charges levied by the District are used to protect and maintain the recreation, health, safety, prosperity, security and general welfare of the residents of the Community through enforcement of the Declaration, Rules and Regulations, Guidelines and Policies and Procedures.

### **Section 3.3. *Liens.***

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



1-1001, C.R.S. is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

**Section 3.4. *Certificate of Status of Fees, Rates, Tolls, Penalties, or Charges.***

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

**Section 3.5. *Other Charges.***

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

**ARTICLE 4. ARCHITECTURAL REVIEW**

**Section 4.1. *Composition of ARC; Authority of Representative.***

**4.1.1.** The Architectural Review Committee shall consist of three (3) or but no more than five (5) natural persons. The Board has the authority to appoint the ARC. The power to "appoint" the Architectural Review Committee shall include the power to: have the Board constitute the membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member(s) of the Architectural Review Committee, with or without cause, and appoint the successor(s) thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set by the Board.

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

Architectural Review Committee, with the approval of the Board, shall have the power to withdraw from such representative any of such representative's authority, and shall also have the power to remove or replace such representative.

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

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

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

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

**4.2.4.** In addition to the required approvals by the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements may 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. The ARC shall not review or approve any proposed Improvements for compliance with governmental requirements. The ARC makes no representations or warranties with respect to plans reviewed and shall have no liability with respect to review and approval of any plant or specifications.

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

**Section 4.3. *Procedures.***

The Architectural Review Committee shall decide each request for approval within forty-five (45) days after the complete submission of the application or request and all plans, specifications and

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

#### **Section 4.4. *Vote and Appeal.***

Subject to Section 4.3 above, the affirmative vote of a majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Article (which may be with conditions and/or requirements), unless the ARC has appointed a representative or committee to act for it, in which case the decision of such representative or committee shall control. In the event a representative or committee acting on behalf of the Architectural Review Committee denies a request for approval, then any Owner shall have the right to an appeal of such decision to the full ARC, upon a written request therefor submitted to the ARC within ten (10) days after such decision by the ARC's representative. The decision of the ARC shall be final. No additional or further appeals are permitted, nor will any be recognized.

#### **Section 4.5. *Prosecution of Work After Approval.***

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

#### **Section 4.6. *Inspection of Work.***

The District, the Board, and the ARC, or any of their duly authorized representatives or committees, shall have the right to inspect any Improvement at any time, including prior to, during, or after completion during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive inspection. Such inspections may be made in order to determine whether or not the proposed Improvement is being completed, or has been completed, in compliance with the approval granted pursuant to this Article. If the compliance of an Improvement is in question, at the sole discretion of the ARC, a professional in the installation of the specific type of improvement in question may be required to inspect the project. The ARC shall have the authority to contract such professional and the cost of such inspection shall be the responsibility and personal obligation of the Owner.

#### **Section 4.7. *Notice of Non-compliance.***

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

#### **Section 4.8. *Correction of Non-compliance.***

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

#### **Section 4.9. *Standards/Guidelines.***

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

#### **Section 4.10. *Variance.***

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

#### **Section 4.11. *Waivers; No Precedent.***

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

#### **Section 4.12. *Liability.***

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

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

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

**4.13.1.** Notwithstanding anything to the contrary in this Declaration, Declarant is exempt from all provisions of this Article and all other provisions of the Governing Documents and any other matters that require ARC review and/or approval.

**4.13.2.** Provided that each Builder's plans and specifications for construction of Improvements have been approved by Declarant, each Builder is exempt from the provisions of this Article and all other provisions of the Governing Documents and any other matters that require ARC review and/or approval.

**ARTICLE 5. EASEMENTS**

**Section 5.1. *Access Easement.***

Each Owner hereby grants to the District, the Board, the ARC, and to their representatives, agents, employees and contractors, a right and easement on, over, under, across and through such Owner's Unit for and incidental to inspection and/or enforcement, incidental to any term or provision of any of the Governing Documents. The rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive entry. The interior of any residence shall not be subject to the easements provided for in this Section.

**Section 5.2. *Drainage Easement.***

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

### **Section 5.3. *Easement for Unannexed Property.***

Declarant and the District hereby reserves, for the use and benefit of any property owned by Declarant and located proximately to the Community, if any, which may be annexed pursuant to Sections 8.3 or 8.5 (“**Annexable Area**”), a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, alleys, sidewalks, access ways and similar areas, now or hereafter constructed, erected, installed or located in or on the Community, for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement, reading, and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the “**Annexable Area Easement**”). By virtue of this Annexable Area Easement, Declarant generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the Annexable Area which have not been included in the Community. Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after Recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; and expiration of a Declarant’s right to withdraw such portion of the Annexable Area from this Declaration.

## **ARTICLE 6. RESTRICTIONS**

### **Section 6.1. *Restrictions Imposed.***

The Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and transferred, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

### **Section 6.2. *Residential Use; Certain Permitted Business Activities.***

Subject to Section 8.4 of this Declaration (Declarant’s and Each Builder’s Use), Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes, except to operate a family child care home pursuant to Section 32-1-1004.5(6)(h), C.R.S., as amended. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied, as determined by the Board:

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

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

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

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

**6.2.5.** The business conforms to all District Rules and Regulations and Policies and Procedures that do not conflict with applicable zoning ordinances regarding home occupations.

**Section 6.3. *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 the District which are incidental to the development and construction of, and promotion, marketing, and sales activities in, the Community. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is a nuisance.

**Section 6.4. *Animals.***

Unless approved by the Board, no animals, horses, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that a reasonable number of bona fide household pets (including dogs, cats or other domestic animals) may be kept on a Unit, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Community. The District shall have, and is hereby given, the right and authority to do the following, as well as take such other action(s) with regard to these matters as the Board may determine: set a maximum number of household pets; regulate the type(s) of pets or animals that are permitted to be kept; determine that any animals or pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or determine that an animal is being kept otherwise in violation of any provision of the Governing Documents. If the District determines that any of the foregoing have been or are being violated, the District may, in accordance with applicable law, take any action(s) to correct the same. The right to keep household pets (or other animals as determined by the Board) is coupled with the responsibility to thoroughly and consistently clean-up after pets in all locations, pay for any damage caused by such pets, as well as all costs incurred by the District as a result of such pets or animals.

**Section 6.5. *Miscellaneous Improvements.***

**6.5.1.** The Board may, in accordance with applicable laws, from time to time, adopt content neutral Rules and Regulations regarding posting of signs, flags and advertising within the Community. Notwithstanding the foregoing, any signs, advertising, or billboards, may be used by a Declarant, the District, or a Builder (subject to approval by Declarant), without regard to any specifications or any Rules and Regulations, and without the prior written approval of the Board, the ARC, or any other Person.

**6.5.2.** Except as may otherwise be permitted in writing by the ARC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence (including garages, porches and overhangs) or otherwise not visible from the street; provided, however, that any such



devices may be erected or installed by a Declarant, the District, or a Builder during its development, sales or construction; and provided further, however, that the requirements of this subsection are subject to the Telecommunications Act of 1996 and applicable regulations, as amended from time to time.

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

**Section 6.6. *Vehicular Parking, Storage and Repairs; Use of Garages.***

**6.6.1.** On-street and guest parking spaces are limited. Each Lot incorporates parking for two (2) standard vehicles within the enclosed garage and parking for two (2) additional vehicles on the Lot's private driveway. Vehicles should be parked in the garage first, to the extent of space available, followed by parking in the driveway. Garages may not be used for storage of personal items, to the extent that such storage would result in insufficient space for up-to four (4) vehicles on the Lot and occupation of on-street or guest parking spaces by resident's vehicles.

**6.6.2.** 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 or do not have commercial logos affixed to them and motor vehicles as described by Section 32-1-1004.5(6)(c), C.R.S., as amended), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Lot, unless such parking or storage is entirely within the garage area of such Lot or will be suitably screened from view in accordance with the Rules and Regulations or prior written approval of the Board. However, any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.

**6.6.3.** No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot. An "**abandoned or inoperable vehicle**" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of thirty days or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles may be parked for such length(s) of time as determined by the Board and/or as provided in the Rules and Regulations and/or Policies and Procedures of the District.

**6.6.4.** In the event the District shall determine that a vehicle is parked or stored in violation of subsections 6.6.1 or 6.6.2 hereof, then a written notice describing said vehicle may be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or may be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the District, the District shall have the right to remove the vehicle at the sole expense of the owner thereof. If a vehicle is removed in accordance with this Section, neither the District nor any officer or agent of the District shall be liable to any Person for towing and storage costs or for any claim of damage as a result of the

towing activity. The District's right to remove a vehicle is in addition to, and not in limitation of all other rights of the District, including the right to assess fees, rates, tolls, penalties and charges. Notwithstanding anything to the contrary in this Section, the District may elect to impose fees, rates, tolls, penalties and charges or use other available sanctions, rather than exercise its authority to remove a vehicle.

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

**Section 6.7. *No Activities; No Hazardous Materials or Chemicals.***

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

**Section 6.8. *No Annoying Lights, Sounds or Odors.***

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or unreasonably offensive to others. All outdoor lights must be shielded and floodlights are not permitted.

**Section 6.9. *Restrictions on Trash and Materials.***

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

**Section 6.10. *Sightly Condition of Units.***

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

**Section 6.11. *Leases.***

The term “**lease**,” as used herein, shall include any agreement for the leasing or rental of a Unit, Improvements thereon, or any portion thereof, and shall specifically include month-to-month rentals and subleases. Any Owner shall have the right to lease his Unit, or any portion thereof for periods of no less than ninety (90) days. All leases shall be in writing and shall provide that the terms of the lease and lessee’s occupancy of the leased premises shall be subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease. The Board may adopt rules related short term rentals in accordance with applicable law.

**Section 6.12. *Non-Interference with Grade and Drainage.***

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

**Section 6.13. *Restrictions on Mining or Drilling.***

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

**ARTICLE 7. DISPUTE RESOLUTION**

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

**7.1.1.** Each Person agrees to encourage the amicable resolution of disputes under any of the Governing Documents, without the emotional and financial costs of litigation. Accordingly, each Person covenants and agrees to first submit all Claims (as defined below) to mediation. If mediation is unsuccessful, each Person covenants and agrees to submit all Claims to final, binding arbitration in accordance with the procedures set forth in Section 7.4 hereof, and not to a court of law.

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

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

**Section 7.2. *Definition of “Claim” Under this Article.***

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

**Section 7.3. *Exclusions from “Claim”.***

Unless specifically exempted by this Article, all Claims shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all parties thereto otherwise agree in writing, “**Claim**” does not include any of the following, and the same shall not be subject to the provisions of this Article: Any action by the ARC, the Board, or the Declarant, to enforce any provision(s) of this Declaration, the Guidelines or the Rules and Regulations, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief), to collect any fees, rates, tolls, penalties and charges imposed by the District, and/or such other ancillary relief as a court may deem necessary.

**Section 7.4. *Final, Binding Arbitration***

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

**7.4.2.** Each party to a dispute shall bear its own costs and expenses, and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party to a dispute unsuccessfully contests the validity or scope of arbitration in a court of law, reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial and on appeal, shall be awarded to the non-contesting party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

**7.4.3.** The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award,

neither a party to such dispute nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all of the parties to the dispute.

**Section 7.5. *Liability for Certain Failures of Director or District.***

No director or officer of the District or ARC shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation, arbitration, or other dispute resolution, if the following criteria are satisfied: (a) the director or officer was acting within the scope of his or her duties; (b) the director or officer was not acting in bad faith; and (c) the act or omission was not willful, wanton or grossly negligent. So long as the Special Declarant Rights remain in effect, this Article 7 shall not be amended, repealed or replaced without the written consent of the Declarant.

**ARTICLE 8. GENERAL PROVISIONS**

**Section 8.1. *Enforcement.***

**8.1.1.** This Article 8 is subject to Article 7 of this Declaration (Dispute Resolution).

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

**8.1.3.** The District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies and any other remedies set forth herein: (a) the District may record a notice of violation against the Unit on which the violation exists; (b) The District has the right to remove, correct or otherwise remedy any violation in any manner the District deems appropriate; (c) the District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Governing Documents and the District shall recover all costs and attorneys' fees associated with bringing the action; (d) the District may levy and collect fees, rates, tolls, penalties and charges for the violation of any provisions of the Governing Documents. Prior to the imposition of any fees, rates, tolls, penalties and charges, the District shall give the Owner to be subject to the fine notice and the opportunity for a hearing before the Board. The Rules and

Regulations may further define the process by which such fines may be imposed, including but not limited to establishing the schedule of fines to be imposed.

## **Section 8.2. *Severability.***

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

## **Section 8.3. *Annexation; Withdrawal.***

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

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

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

## **Section 8.4. *Declarant's and Each Builder's Use.***

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

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

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

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

**Section 8.5. *Duration, Revocation, and Amendment.***

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

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

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

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

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

**Section 8.6. *Registration of Mailing Address.***

Each Owner shall register his mailing address with the District, and all statements, demands and other notices intended to be served upon an Owner shall, subject to Section 2.5 of this Declaration (Authenticated Electronic Representation), be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the District of a registered address, then any statement, demand or other notice may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All statements, demands, or other notices intended to be served upon the Board shall be sent by U.S. mail, postage prepaid, to Declarant who then owns any portion of the Property at its registered address.

**Section 8.7. *Limitation on Liability.***

Declarant, any Builder, the District, the ARC, and their respective directors, officers, shareholders, members, partners, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the District does not waive, and no provision of this Declaration shall be deemed a waiver of, the immunities and limitations to which the District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended. The release and waiver set forth in Section 8.11 (Waiver) shall apply to this Section.

**Section 8.8. *No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by a Declarant, any Builder, the District, the Board, the ARC, or their respective owners, officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 8.11 (Waiver) shall apply to this Section.

**Section 8.9. *Disclaimer Regarding Safety.***

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



WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 8.11 (WAIVER) SHALL APPLY TO THIS SECTION.

**Section 8.10. *Development Within and Surrounding the Community and Adjacent Uses.***

Each Owner acknowledges that development within and surrounding the Community may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Community, views of or from the Community or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust, agricultural uses, operation and use of firearms on proximate properties and other inconveniences or disruptions. The Community may provide a variety of housing options for current and future residents, which may include agricultural uses. Each Owner acknowledges that adjacent or proximate properties (within or outside the Community) may be used for agricultural purposes including without limitation the storage and disposal of manure; the application of agricultural chemical fertilizers, soil amendments, herbicides and pesticides; cultivation, plowing, spraying, pruning, harvesting, crop protection, shipping and processing, animal husbandry; and the operation of machinery of any kind during any 24 hour period, (including aircraft) which may generate dust, smoke, light, noise, odor and traffic. The inconvenience and discomforts associated with such agricultural operations shall not be considered a nuisance if such operations are consistent with the accepted customs and standards as established and followed by similar agricultural operations in the same locality. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Declarant, any Builder, the District, the Board, the ARC, and their respective owners, officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 8.11 (Waiver) shall apply to this Section.

**Section 8.11. *Waiver.***

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges Declarant, each Builder, the District, the Board, the ARC, and their respective owners, officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration, including those contained in Sections 8.7, 8.8, 8.9 and 8.10.

**Section 8.12. *Headings.***

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

**Section 8.13. *Gender.***

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

**Section 8.14. *Use of “Include,” “Includes” and “Including”.***

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

**Section 8.15. *Action.***

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

**Section 8.16. *Sole Discretion.***

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

**Section 8.17. *Run with Land; Binding Upon Successors.***

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

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DECLARANT:**

**Melody Homes, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Melody Homes, Inc., a Delaware corporation.

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

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONSENT OF ELLSTON PARK METROPOLITAN DISTRICT**

The undersigned, ELLSTON PARK Metropolitan District hereby consents to the rights and obligations of the District, as applicable to the portion of the Property within the boundaries of District, set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions of Ellston Park.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ellston Park Metropolitan District,  
a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Ellston Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

(S E A L)

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Ellston Park Metropolitan District  
(the “District”)**

**DESIGN GUIDELINES  
(the “Guidelines”)**

**ADOPTED:**

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**UPDATED:**

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## **I. INTRODUCTION**

- 1.1 **Basis for Guidelines.** These Guidelines are intended to assist Owners living in the District in implementing landscaping and other home improvements to their property. The Declaration of Covenants, Conditions and Restrictions of Ellston Park, recorded within the records of El Paso County at Reception Number \_\_\_\_\_ (the “Declaration”) requires prior written approval before construction, installation, erection, or alteration of any structure, attachment to any structure, or landscaping of any Lot in the District. For instance, Owners must submit for approval prior to any change to existing landscaping, installation of new landscaping, changes to the final grade of a Lot, construction or installation of accessory structures, installation of a patio deck or hot tub, demolition or removal of any accessory structure, or change in paint colors. In order to assist Owners, the Architectural Review Committee (the “ARC”) intends to establish certain pre-approved designs for several types of improvements and to exempt certain improvements from the requirement for approval.
- 1.2 **Contents of Guidelines.** In addition to the introductory material, these Guidelines contain: **(A)** a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements; **(B)** a summary of procedures for obtaining approval from the ARC; and **(C)** helpful landscaping ideas and information.
- 1.3 **Effect of Community and Supplemental Resolutions.** The Declaration governs the property. Copies of the Declaration, including amendments are available at any time by download from the District website or by request to District Management. Each Owner should review and become familiar with the Declaration including amendments. Nothing in these Guidelines supersedes or alters the provisions or requirements contained within the Declaration. In the event of conflict or inconsistency between the Declaration and these Guidelines, the Declaration, as amended, will control.
- 1.4 **Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. For general information regarding the City of Colorado Springs and El Paso County requirements, Owners should visit the Pikes Peak Regional Building Department (PPRBD) website or request information in person at the PPRBD offices.

**Approval by the ARC will not constitute assurance that improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies.**

- 1.5 **Interference with Utilities.** In making improvements to property, Owners are responsible for locating all water, sewer, gas, electric, cable television, telecommunication or other utility lines or easements. Owners should not construct any improvements over such easements without the consent of the respective utilities. Owners will be financially responsible for any damage to utility lines occurring as result of Owner’s interference. Underground utility lines and easements can be located by contacting: **Utility Notification Center of Colorado 1-800-922-1987 OR 811.**
- 1.6 **Purpose of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration will preserve the inherent architectural and aesthetic quality of the community. It is important that improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation between the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By adhering to these Guidelines and obtaining prior written ARC approval for improvements to property, Owners protect their financial investment and ensure improvements are compatible with established standards. Questions arising as to the correct interpretation of any terms, phrases or language contained in these guidelines, shall be subject to interpretation by the ARC and such interpretation shall be final and binding.
- 1.7 **Completion of Landscaping.** Landscaping must be completed no later than one-hundred and eighty (180) days

from the date Owners closed on their home. **See Landscaping Section IV.**

## **II. SPECIFIC TYPES OF IMPROVEMENTS - GUIDELINES**

- 2.1 **General.** The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which Owners typically consider installing, and pertinent information as to each. This is not an exhaustive, all-inclusive list. Contact District Management to confirm requirements or the need to submit PRIOR to commencing work on any exterior improvements, modifications, alterations, or installations. **Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the ARC and written approval of the ARC obtained before the improvements commence.** In some cases, where it is specifically so noted, Owners may proceed with the improvements without advanced approval provided the stated guidelines are followed. In some cases, where specifically stated, some types of improvements are expressly prohibited.
- 2.2 **Accessory Buildings. See Sheds Section 2.64.**
- 2.3 **Additions and Expansions.** Are not permitted.
- 2.4 **Address Numbers.** Approval is required to replace or relocate existing address numbers and must be displayed in contrasting color and be visible from the street in accordance with all governmental regulations.
- 2.5 **Advertising.** Approval is not required for trade signs, which include but are not limited to, landscaping, painting, and roofing. Trade signs may only be displayed while work is in progress and must be removed upon completion of the job. **Realty signs, etc. See Signs Section 2.66.**
- 2.6 **Air Conditioning Equipment/HVAC.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops or extended from windows.
- 2.7 **Antennae.** Approval is not required, but notification is. The District has adopted the following rules, regulations and restrictions, which shall be subject to all applicable laws for the installation and maintenance of exterior antennas in the community in compliance with the Federal Communications Commission Rule, which became effective October 4, 1996:
  - A. **Notification.** Before installation of any direct broadcast satellite (DBS) satellite dish that is one (1) meter or less in diameter, multi-channel multi-point distribution service wireless cable (MMDS) antenna that is one meter or less in diameter or diagonal measurement, or television antenna is permitted; the Owners of the property where the antenna is being installed must notify the District in writing using an Architectural Request Form.
  - B. **Location.** The primary installation location for a DBS satellite dish and MMDS antenna shall be in a location in the rear yard that is shielded from view from the street(s) and adjacent homes, provided such location does not preclude reception of an acceptable quality signal.
- 2.8 **Artificial Turf.** Approval for use of artificial turf is not required, provided the following guidelines are met. The minimum standards for artificial turf require a Face Weight of sixty ounces (60oz) per square yard or higher, with a gauge of one-half inch (1/2") or greater, and a minimum one-inch (1") Pile Height or higher. When signs of deterioration occur, the artificial turf grass must be replaced. **See Landscaping. Section 2.40 and IV. Landscaping Suggestions.**
- 2.9 **Awnings. See Overhangs/Awnings Cloth or Canvas Section 2.44.**
- 2.10 **Balconies. See Decks Section 2.19.**

2.11 **Barbecue/Gas Grills/Outdoor Kitchens/Smokers.** Approval is not required. All barbecue grills, smokers, etc. must be stored in the side or rear yard or within an enclosed structure, not visible from the front of the home. BBQ grills that are fueled by wood, pellets, or charcoal, and/or liquid propane gas, natural gas, or liquid fuel shall be used and operated in compliance with all building and fire safety codes and regulations for the area, which prohibit operation within fifteen feet (15') of a neighboring structure or combustible material, such as a tree, bush, or common fence.

2.12 **Basketball Backboards.**

A. **Permanent.** Are not permitted. No basketball backboards shall be attached to the home or garage and permanent backboard mounting poles shall not be permitted.

B. **Portable.** Approval is not required for portable basketball backboards provided the following guidelines are met: **(A)** portable units cannot be placed in public rights of way, streets, or sidewalks; **(B)** placement must be at least halfway up the driveway from the street when in use; and **(C)** the unit must be removed from the driveway and stored out of sight when not in use.

2.13 **Birdbaths.** Are not permitted in front yards. **See Statutes and Fountains Section 2.71.**

2.14 **Birdhouses and Bird Feeders.** Are not permitted.

2.15 **Carports.** Are not permitted.

2.16 **Clothes Lines and Hangers.** Approval is not required when placed in the rear yard, screened from view of the streets and the ground level of adjacent Lots. All clotheslines must be retractable and retracted when not actively in use.

2.17 **Cloth or Canvas Overhangs.** **See Overhangs/Awnings Cloth or Canvas Section 2.44.**

2.18 **Compost.** Approval is required. Container must be located in the rear yard and must not be immediately visible to adjacent properties. In accordance with City Ordinance, composting must be conducted in a bear-proof container and resulting odors must be controlled. Underground and loose-pile composting is not permitted.

2.19 **Decks and Front Porches.** Approval is required. The deck must be constructed of redwood or composite-type decking products. Decking material (maintenance-free or otherwise) must be either redwood or of coloring generally accepted as a complementary color to the exterior of or masonry on the home.

Columns located on the front of the home or on elevations facing a public open space, shall have a minimum cross-section of 5 ½". Decks or front porches that extend less than thirty inches (30") above surrounding grade may utilize a lattice skirting, provided the skirting is made of redwood boards a minimum one-half inch (½") thick and stained or painted to match the remaining portion of the deck or front porch.

Decks may not encompass more than 25% of the entire rear yard of the Lot. Construction shall not occur over easements beyond the side plane of the home and must be set back a minimum of ten feet (10') from the property line, or greater where required by City code.

Deck railing is permitted to be wood, composite, or metal materials. Decks, decking, columns, and deck railing shall be of coloring generally accepted as a complementary color to the exterior of the home.

Owners are reminded that as with redwood, some types of "maintenance-free" decking products may also require periodic maintenance for proper care and to retain the product's aesthetic conformity, including but not

limited to, fading, warping, etc.

- 2.20 **Dog Houses.** Approval is required. Doghouses are restricted to ten square feet (10'<sup>2</sup>) and must be located in a fenced rear yard or dog run. Doghouses must be installed at ground level and must be of a material color or painted to be a color generally accepted as a complementary color to the exterior of the home. Limit of one doghouse per Lot. **See Fences, Section 2.27 and Exhibit A.**
- 2.21 **Dog Runs.** Approval is required. Dog runs must be located in the rear or side yard of the Lot abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to 200 square feet and cannot be higher than four feet six inches (4.5'). **The fencing materials and design shall match Exhibit A.** The dog run fence should be left natural in color and sealed to prevent weathering. Tarpaulins and chain-link will not be permitted.
- 2.22 **Doors.** Approval is not required for replacement of an existing main entrance door to a home or accessory building, provided the material matches or is similar to existing doors on the home and the color is generally accepted as a complimentary color to that of existing doors on the home.
  - A. **Storm Doors.** Approval is required for storm doors. Storm doors should be absent of ornate patterns or designs, and of a color generally accepted as a complimentary with the exterior of the home.
  - B. **Security Doors and Windows.** All security or security-type doors and windows must be approved prior to installation. Barred security doors with grilles or ornamental designs may be restricted.
- 2.23 **Drainage.** Alteration is not permitted. The Declaration requires that there be no interference with the established drainage pattern over any Lot. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior to (or in some cases, immediately following) conveyance of title from the home builder to the individual homebuyer. When installing landscaping, it is very important to ensure that water drains away from the foundation of the home and that the flow patterns prevent water from flowing under or against the home foundation, walkways, sidewalks, driveways, or the same of any adjacent home. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line to allow for absorption. Adverse effects to adjacent properties will not be tolerated.
- 2.24 **Driveway Extensions or Expansions.** Are not permitted.
- 2.25 **Evaporative Coolers.** Approval is required. Rooftop or window mount installations are not permitted. **See Air Conditioning Equipment Section 2.6.**
- 2.26 **Exterior Lighting.** **See Lights and Lighting Section 2.42.**
- 2.27 **Fences.** Approval is required. Fences must be constructed in compliance with the fencing standards set forth in Exhibit A of these Guidelines.

Owners are encouraged, but not required, to share in the cost of fencing between the Lots. The District is in no way responsible for ensuring the costs are shared or coordinating cost-sharing of the fences between Owners.

- 1. General - Fences, walls, brick columns, and entrance monuments (individually and collectively "Fences") constructed by the Declarant or a homebuilder along or abutting Lot lines, arterial streets, collector streets, or local streets may not be removed, replaced, or altered, including adding a gate, without approval of the ARC. Perimeter fences may not have gates or removable sections. Gates are permitted in wing fencing only and only single gates are permitted. There can be no rear or side yard

access through perimeter fences. Any such fences constructed by the Declarant or a homebuilder, which are located upon the Owners' Lot, and are damaged or destroyed by the Owners or the Owners' agents, guests, invitees, or tenants shall be repaired or reconditioned at the Owners' expense.

- a) Maintenance - Fencing in the right of way (ROW) is the responsibility of the Owners to maintain.
2. Please note the following on fencing:
    - b) Fencing between the homes, if installed, must be installed on the property line and will be the responsibility of the Owners to maintain.
  3. Drainage - It is important to remember that certain drainage patterns may exist along or under existing or proposed fence locations. When constructing a fence, be sure to provide for a space between the bottom of the fence and the ground elevation so as not to block these drainage patterns.
  4. Specifications - Fences must be constructed of materials consistent with City regulations and must adhere to any sight triangle regulations of the City.
    - a) Fences or Screening Located Within Lot Line - Must be an integral part of the landscape design.
    - b) Double Fences – Are not permitted.
    - c) Fencing Between Lots (along the rear or side Lot line) - Must be placed along the property lines. Wing fences must be a minimum of eight feet (8') back from the front façade of the home, or one foot (1') back from the utility meters, whichever is greater.
    - d) Side Yard Fences - May not extend past the wing fence to which it abuts.
    - e) Front Yard Fences - Are not permitted.
    - f) Fence Staining - Must be transparent or clear stain, such as Sherwin Williams Woodscapes Exterior Polyurethane Semi-Transparent Wood Stain (Product A15T00005), or equivalent. District fencing may not be stained by Owners.
    - g) Gates - Will only be considered in wing fencing. Double gates are not permitted. Gates opening to the street (other than installed by the Declarant or a homebuilder) or open space are not permitted.
  5. No plastic or metal chicken wire, hog wire, barbed wire, chain link, or strand wire will be permitted other than a 2" x 4" welded wire mesh. Welded wire mesh must be secured to the interior of the fence inside the Lot. Welded wire mesh must be sixteen to eighteen 16-18-gauge non-rusting material and non-colored.
  6. All property line fence height differentials must be treated with a transition fence similar in design to that shown on attached **Exhibit A** for solid fences. Refer to Exhibit A for fence type permitted by location.
  7. Fences shall not be constructed within right-of-way areas or side Lot easements and, therefore, must be set back from the sidewalk the distances established in City/County requirements.
  8. Deteriorated materials must be replaced by the Owners with materials identical to the original in quality, quantity, and design. Owners are responsible for all maintenance for on-lot fencing that does not abut an open space or common space in these specific locations: privacy fence along the eastern boundary, privacy fence along western boundary, and the metal rail fence that is on Tract C.

2.28 **Fire Pits.** Are not permitted. No firepits may be operated within fifteen feet (15') of a neighboring structure or combustible material (plant material).

2.29 **Firewood Storage.** See **Wood Storage Section 2.86.**

- 2.30 **Flag/Flagpoles.** Approval is not required for installation of a flagpole no more than five feet (5') in length affixed to the front or rear of the home near the principal entry or balcony. No flag shall exceed twenty square feet (20'<sup>2</sup>) in surface area. Owners are permitted to display up to three (3) flags.

Approval is required prior to installing vertical, freestanding flagpoles installed in the front or rear yard area of a Lot and are limited to eighteen feet (18') in height. The height of the pole includes any top caps on the pole.

Flags must be displayed and well maintained in clean and attractive condition. It is each Owner's responsibility to comply with all applicable state and local statutes, ordinances and regulations. No flags may be displayed on common areas, unless displayed for marketing purposes by the Declarant or a homebuilder.

- 2.31 **Garbage Containers and Storage Areas. See Trash Containers, Enclosures and Pickup Section 2.78.**
- 2.32 **Gardens-Flower or Vegetable.** Approval is not required for flower or vegetable gardens that do not exceed one hundred square feet (100'<sup>2</sup>) in total. All flower and vegetable gardens must be consistently weeded, cared for, and maintained. Vegetable gardens should be in the rear yard and screened from view of adjacent Owners.
- 2.33 **Gazebos.** Approval is required. A gazebo must be an integral part of the rear yard landscape plan. A gazebo must be similar in material and design to the home and the color must be generally accepted as a complementary color to the exterior of the home. All gazebos shall meet all City/County requirements, including wildfire restrictions. Gazebos may not be placed over utility easements and must adhere to a minimum of a 5' setback from property lines.
- 2.34 **Grading and Grade Changes. See Drainage. Section 2.23.**
- 2.35 **Greenhouses.** Approval is required. Generally, greenhouses will be discouraged due to the extensive maintenance required and the overall visual impact to neighboring lots. Approval will be based upon, but not limited to, general aesthetics, adequacy of screening, and quality and permanence of materials used. All greenhouses shall meet all City/County requirements, including wildfire restrictions. Greenhouses may not be placed over utility easements and must adhere to a minimum of a 5' setback from property lines.
- 2.36 **Hanging of Clothes. See Clotheslines and Hangers Section 2.16.**
- 2.37 **Hot Tubs and Jacuzzis.** Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, must be installed in such a way that they are not immediately visible to adjacent properties, and must not create an unreasonable level of noise for adjacent Owners. In some instances, additional screening material around the hot tub may be required. The size of the proposed hot tub/jacuzzi will be considered with consideration due to the wildfire restrictions, the size of the backyard, ability to screen, etc.
- 2.38 **Irrigation Systems.** Approval is not required for underground automatic irrigation systems. All homes must have an underground automatic irrigation system installed with the landscape. For recommended irrigation system treatment, **See Irrigation Section 4.8.**
- 2.39 **Jacuzzis. See Hot Tubs and Jacuzzis Section 2.36.**
- 2.40 **Kennels.** Are not permitted.
- 2.41 **Landscaping.** Approval is required. Properties are within the Wildland Urban Interface (WUI) Overlay and are subject to fuel management requirements as defined in Chapter 8 of the City Code and the Declaration. Landscaping plans must be submitted to the ARC for review and approval prior to installation, except where installed by the Developer or a homebuilder as exempted in the Declaration. Owners shall maintain all landscaping on their Lot in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and

debris, and replacement of landscaping. All landscape plan submittals must clearly and professionally demonstrate, to scale, the proposed landscape installation. The plot plan of the home and yard must be provided with existing and proposed organic materials (plants, shrubs, trees, etc.), and building materials (stone, wood, edging, etc.) clearly labeled in detail. Providing material samples is encouraged.

1. Irrigation. All landscaping shall include automatic irrigation.
2. Plant Material Location and Sizes. Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings cannot be installed closer than six feet (6') from the property line. In the case of evergreen trees (conifer), plantings cannot be installed closer than ten feet (10') from the property line. Landscaping plans shall include a variety of plant species, including deciduous and evergreen trees and shrubs. Lots 138-142 may not install any trees due to proximity to trees within common area. All plant material shall be installed in the following minimum sizes:
  - a. Shade trees - 2½" caliper
  - b. Ornamental trees - 2" caliper
  - c. Evergreen trees - 6' height minimum
  - d. All shrubs – 5-gallon container
  - e. Groundcover, annuals, and perennials - no restrictions
3. Turf and Plant Material Regulations. Owners' landscaping plans shall comply with all City regulations, including any restrictions on total turf area. As an alternative to traditional landscaping, xeriscaping is water conservation planning through creative landscaping. Please remember that xeriscaping requires as much or more maintenance as traditional landscaping. All xeriscape plans must incorporate the installation of a properly functioning irrigation system to maintain the plantings.
4. Streetscapes. The area between the sidewalk and street must be landscaped in accordance with City/County requirements and WUI requirements. No trees are permitted in streetscapes.
5. Any portion of the landscape dies must be replaced in a timely manner. In some instances, the homebuilder is required to install plants in the streetscape. These plants are the property and maintenance responsibility of the Owners they are directly adjacent to in front of or to the side of.
6. Maintenance. Once installed, the landscaping must be maintained in a neat, sightly, and weed-free condition by the Owners thereof.
7. In accordance with City Regulations, Owners are responsible for the maintenance of the sidewalks and streetscapes (area between sidewalk and street) adjacent to their property.
8. Owners are responsible for ensuring at least ten (10) shrubs, a minimum of five (5) -gallons in size are planted in the front yard. Lots are subject to fuels management requirements. **See Exhibit B: Wildland Urban Interface (WUI) Notes** as review by the Colorado Springs Fire Department.
9. On-lot landscaping plans can be found in Exhibit C.

2.42 **Latticework.** Approval is required for any type of trellis or latticework.

2.43 **Lights and Lighting.** Approval is required for exterior lighting. Exterior lighting should be directed toward the ground and be of low wattage to minimize the glare to neighbors. Lighting for walkways generally should be placed on wooden standards and lighting fixtures should be dark colored so as to be less obtrusive. The use of motion detector spotlights, high-wattage spotlights or floor lights, and ballasted fixtures (sodium, mercury,

multi-vapor, fluorescent, metal halide, etc.) require approval. Permanent lighting systems (i.e. jellyfish lights, gemstone lights, etc.) must be pre-approved and will be subject to additional use regulations to prevent a nuisance and minimize light pollution, as further outlined in the Rules and Regulations as may be amended from time-to-time. **See Seasonal Decorations Section 2.62.**

2.44 **Microwave Dishes.** **See Antennae Section 2.7.**

2.45 **Overhangs/Awnings Cloth or Canvas. (Also known as Shade Structures).** Approval is required. An overhang should be an integral part of the home or patio design. The color must be the same as, or generally accepted as a complementary color to the exterior of the home. ARC applicants must provide a swatch of the material to be used. Size and material proposed will be considered with special consideration given to WUI restrictions and the size of the rear yards. **See also, Patio Covers Section 2.46.**

2.46 **Painting.** Approval is not required provided, color and/or color combinations are identical to the original color established on the home. Any changes to the color of the home must be submitted for approval and must be generally accepted as a complementary color to the exterior of the home.

ARC Requests involving a change in exterior color scheme must be accompanied by the paint/stain, Manufacturers information, color name, and paint code or formula, as well as a diagram of the home, indicating the intended location for application of each proposed color.

2.47 **Patio Covers.** Approval is required. Patio covers must be constructed of material consistent with the home and color must be generally accepted as a complementary color to the exterior of the home. Freestanding patio covers may be permitted as well as extensions of the roof. Size and material proposed will be considered with special consideration given to WUI restrictions and the size of the rear yards.

2.48 **Patios (Enclosed).** Are not permitted. **See Additions and Expansions Section 2.3.**

2.49 **Patios (Open).** Approval is required. Open patios must be an integral part of the landscape plan. In some instances, additional plant material around the patio may be required for screening. Patio and materials must be similar or generally accepted as a complementary color to the exterior of the home.

2.50 **Paving.** Approval is required for pavement of all walks and patio areas. Allowable materials include concrete, brick, flagstones, steppingstones, pre-cast patterned or exposed aggregate concrete pavers, and compacted fine (trap rock) aggregate. Asphalt is not permitted. **See Driveways Section 2.24.**

2.51 **Pipes.** **See Utility Equipment Section 2.80.**

2.52 **Play Structures and Sports Equipment.** Approval is not required for structures or equipment under six feet (6') in height or moveable (bounce-back, net, etc.), provided they are contained within a fenced yard. Any items over six feet (6') in height require approval. Consideration will be given to adjacent properties (a min. five foot (5') setback from the side property line and 10' setback from the rear property line, for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. Trampolines must be anchored using a minimum of six (6), sixteen-inch (16") corkscrew anchors around the perimeter. Approval is required for structures or equipment more than ten square feet (10'<sup>2</sup>) and/or over six feet (6') in height. Combustible materials are not permitted. Structures and equipment may not be placed within any easements. All play and sports equipment must be well maintained in a clean and attractive manner. The use of multi-rainbow-colored cloth/canvas tarps is discouraged.

2.53 **Playhouses.** Approval is required. Play structures may not exceed ten square feet (10'<sup>2</sup>) in footprint or exceed six feet (6') in height. Playhouses may not be placed within the easement areas. Combustible materials are not permitted.



- 2.54 **Poles.** See **Flagpoles Section 2.29** and **Utility Equipment, Section 2.80.**
- 2.55 **Pools.** Are not permitted.
- 2.56 **Radio Antennae.** See **Antennae. Section 2.7.**
- 2.57 **Radon Mitigation.** Approval is not required, however, all exterior portions of the system shall be painted to match to the exterior trim of the home.
- 2.58 **Rooftop Equipment.** Approval is required.
- 2.59 **Roofing Materials.** Approval is required for all roofing materials. All buildings constructed on the properties should be roofed with the same or greater quality than originally used by the Declarant or participating builder. Repairs to an existing roof using the same building material that exists on the home, do not require prior approval, however, attention should be paid to avoid color fading discrepancies.
- 2.60 **Satellite Dishes.** See **Antennae Section 2.7.**
- 2.61 **Saunas.** See **Sheds Section 2.2.**
- 2.62 **Screen/Storm Doors.** See **Doors Section 2.22.**
- 2.63 **Seasonal/Holiday Decorations.** Approval is not required for seasonal decorations, depicting generally accepted colors, animal, or nature themes associated with each season and are removed at the generally accepted close of the season. Approval is not required for holiday decorations installed no more than 30 days before the holiday and removed within 30 days after the holiday. The installation of seasonal or holiday décor on any property owned and/or managed by the District must first have written consent of the District.
- 2.64 **Sewage Disposal Systems.** Are not permitted.
- 2.65 **Sheds.** Require ARC approval. Sheds are restricted to a maximum size of ten square feet (10'<sup>2</sup>) and eight feet (8') in height. Sheds must located in the rear yard, may not be installed on any easements, and must be set back from side property lines a minimum of five feet (5') and rear property lines a minimum of ten feet (10'). Sheds will be considered for placement in the side yard only with Lean-To style sheds placed against the home, and only if there is a minimum of five feet (5') from the side property line to the shed.  
  
Sheds must be constructed of non-combustible material. It is the Owners' obligation to verify whether a building permit is required by the City/County and such information shall be submitted to the ARC prior to the request being considered. No more than one (1) shed will per Lot is permitted.
- 2.66 **Exterior Shutters.** Approval is required. Shutters should be of a similar color and design generally accepted as complementary to the exterior of the home. Shutters must be painted using the trim or accent color of the home.
- 2.67 **Signs.** Approval is not required provided the following conditions are met:
  - A. **Number and Size.** Up to three (3) signs may be displayed on each Lot. Each sign shall be limited to six square feet (6'<sup>2</sup>) and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four feet (4'). All signs must be well maintained in a clean and attractive condition.

- B. **Non-Electrical.** Additionally, no lighted sign will be permitted unless utilized by the Declarant and/or a homebuilder.
- C. **Not On Common Area.** No signs may be placed by Owners on any common area, including being attached to fencing that abuts an open or public space, without the written consent of the District. Declarant and/or homebuilder signage may be placed on common areas.

2.68 **Skylights.** Bubble style skylights are not permitted.

2.69 **Solar Energy Devices.** Approval is required. Owners must provide a drawing illustrating location of the device on the home including dimensions and color.

- 1. The Solar Energy Devices must be located on the roof of the home or entirely within a fenced area of the Owners' Lot.
- 2. If the Solar Energy Device is located in the fenced area of the Owners' Lot, no portion of the Solar Energy Device may extend above the fence line.
- 3. If the Solar Energy Device is mounted on the roof of the home', then:
  - a. The Solar Energy Device may not extend higher than or beyond the roofline;
  - b. The Solar Energy Device must conform to the slope of the roof and the top edge of the Device must be parallel to the roofline; and
  - c. The frame, support brackets, visible piping, or sheathed wiring associated with the Solar Energy Device must be silver, bronze or black in color, and secured to the structure.
  - d. The use of "critter guards" is encouraged.

2.70 **Spas. See Hot Tubs and Jacuzzis Section 2.36.**

2.71 **Sprinkler Systems. See Irrigation Systems Section 2.37 and Irrigation Section 4.8.**

2.72 **Statues or Fountains.** Approval is required. Statues or fountain greater than five feet (5') in height, including the pedestal must be installed in a fenced rear yard. Statues of or fountains proposed for the front yard require approval and should be located near the main entrance of the home.

2.73 **Storage Sheds. See Sheds Section 2.64**

2.74 **Sunshades. See Overhangs/Awnings Cloth or Canvas, Section. 2.44 and Patio Covers Section. 2.46.**

2.75 **Swamp Coolers. See Air Conditioning Equipment Section 2.6, Evaporative Coolers Section 2.25, and Rooftop Equipment Section 2.57.**

2.76 **Swing Sets. See Play and Sports Equipment Section 2.51.**

2.77 **Television Antennae. See Antennae, Section 2.7.**

2.78 **Temporary Structures.** Approval is required. No structure of a temporary character, including but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot without ARC approval. However, during the actual construction, alteration, repair or remodeling of a structure or other improvements, necessary temporary structures for storage of materials may be erected and maintained by the Declarant or Declarants' agents. **See Sheds Section 2.6.**

- 2.79 **Trash Containers, Enclosures and Pickup.** Approval is required for any trash or garbage enclosure. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or allowed to accumulate on any Lot except in sanitary containers or approved enclosures and with bear-proof containers. Garbage or trash receptacles must be maintained in clean and attractive manner and stored within the enclosed garage or other approved enclosure with bear-proof containment when not actively placed out for collection. In accordance with City Ordinance, trash receptacles may be brought out for collection no earlier than 5:00 a.m. on the day of collection and must be brought back in no later than 7:00 p.m. that evening. **See Compost Section 2.18.**
- 2.80 **Tree Houses.** Are not permitted.
- 2.81 **Utility Equipment.** Approval is required for installation of utilities or utility equipment. Pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.
- 2.82 **Vanes.** **See Weathervanes and Directional Section 2.85.**
- 2.83 **Vents.** **See Rooftop Equipment Section 2.55 and Air Conditioning Equipment Section 2.06.**
- 2.84 **Walls.** **See fences Section 2.27.**
- 2.85 **Walls-Retaining.** **See Retaining Walls Section 4.5.**
- 2.86 **Weathervanes and Directionals.** Are not permitted.
- 2.87 **Wood Storage.** Is not permitted outside of the home.
- 2.88 **Work Involving Common Areas.** Approval and deposit are required. Vehicles, equipment, or using wheelbarrows, may not be trekked across common areas. The Board of Directors may consider for access across common areas with the advance of funds sufficient to repair any potential resulting damage. Any necessary restoration of the common area will be addressed by the District.

### **III. PROCEDURES FOR ARC APPROVAL**

- 3.1 **General.** All exterior improvements to the home and Lot require written approval in advance before the work on such improvements begins. Article 4 of the Declaration explains how such approval can be obtained.
- 3.2 **Submittal Requirements.** A Complete Submittal is required for review. A completed Architectural Improvement Request Form accompanied by an overhead diagram of the Lot, illustrating the location of all existing Improvements, in addition to all necessary documents, photos, drawings, product samples, brochures, and additional information necessary for the ARC to evaluate the appropriateness of the Improvement and determine its acceptance or denial. Requests for additional information may be made and must be fulfilled prior to a submission being deemed "Complete".
- 3.3 **Timeline.** The ARC shall have forty-five (45) days from the date of receipt of a Complete Submittal, to review and provide a response. Approvals shall be valid for one (1) year from the date of approval, after which the approval will be considered void and resubmittal will be required prior to revisiting the Improvement.
- 3.4 **Prosecution of Work.** Owners must provide Notice of Completion to the ARC once work is completed. Upon receipt of a Notice of Completion, the ARC may inspect the work. Should a final inspection of Improvements reveal any deviance from the approved application, a Notice of Non-Compliance shall be issued to the Owner who shall have forty-five (45) days in which to remedy all non-compliance issues.

- 3.5 **Questions.** Owners having questions regarding ARC submission requirements should review Article 4 of the Declaration and contact District Management with specific questions regarding the plans to be submitted.

#### IV. LANDSCAPE/HARDSCAPE SUGGESTIONS

- 4.1 **General.** Approval is required for all landscape and hardscape installations, replacements, and modifications, without exception. The purpose of this section is to aid Owners in preparing an appropriate landscaping plan for Lots. Careful landscape planning and design will greatly enhance the appearance of the community. The information set forth in this section is suggestive only and not mandatory.
- 4.2 **Slopes.** In some cases, there may be relatively steep slopes on Owners' property. It is important to note that slopes that are not landscaped may experience severe erosion and silting. Therefore, it is recommended that Owners landscape slopes as soon as possible following closing. Slopes and banks should be planted with drought-tolerant plants. Terracing, or surfacing with stone or other free draining materials can lessen erosion of slopes. Loose aggregate or wood chips are not recommended on slopes unless measures are taken to prevent erosion or displacement by wind and/or water. Slopes can also be seeded with ground cover or planted with shrubs and bushes to prevent erosion. Rock gardens are another technique to prevent slope erosion and create a landscape amenity. Slopes given proper design treatment can become an attractive, interesting part of the landscape.
- 4.3 **Soils/Drainage/Grading.** A home may be constructed on "expansive soils". Prime characteristic of expansive soils is that they swell when water is introduced. The soil, in essence, acts as a sponge. When this expansion takes place, extreme pressures are exerted on foundations and other man-made structures, which are placed in the ground. The result can be severe structural damage to a home. A potential hazard exists when proper drainage is not maintained and/or when water is introduced to these "expansive soils" adjacent to a foundation.

Owners should investigate the existing drainage conditions and preserve and accommodate the drainage situation, which exists on their Lot at the time they purchased their home. **See Section 2.23 Drainage.** Minor drainage modifications may be made to a Lot provided there is not alteration to the engineered drainage pattern of the Lot. Owners are ultimately responsible for all drainage off of their Lot and any issues that may be caused by changing the drainage pattern, no matter how minor. It is suggested that berm slopes not exceed three feet (3') of horizontal distance to one foot (1') of rise or vertical height (3:1 slope) in order to permit greater ease of mowing and general maintenance.

- 4.4 **Soil Preparation.** Soil conditions may vary throughout the community. Individual soil testing is suggested for each Lot to determine the exact nature of the soil and the desired level of amendment needed, such as mulch, sand and fertilizer to optimize plant growth. Local nurseries may offer assistance in determining the proper quantity and type of soil amendment. A general guide for amendment of all turf area soils is a minimum of three (3) cubic yards per one thousand square feet (1,000'<sup>2</sup>), and ten pounds (10lb) per one thousand square feet (1,000'<sup>2</sup>) of lawn area. These materials are to be tilled to a depth of six to eight inches (6"-8") into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manures. Topsoil is not considered an acceptable organic matter.
- 4.5 **Retaining Walls.** New or old creosote treated timber railroad ties are not permitted. Rock, brick or interlocking modular units, that are generally accepted as a complementary color to the exterior of the home, are preferred materials for walls. Retaining walls may be used to accommodate or create abrupt changes in grade. Such walls should be properly anchored to withstand overturning forces. Stonewalls should be made thicker at the bottom than at the top to achieve stability. To avoid destructive freeze-thaw action, all retaining walls should incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls should

not be located so as to alter the existing drainage patterns and should provide for adequate drainage over or through (by means of weep holes) the wall structure.

Any retaining/landscaping wall in excess of 36" in height is required to have a professional engineer's certificate accompany the request. The ARC must also receive an engineer's certificate of completion when complete. The Engineer's certificate must certify structural soundness and that historical water flows onto adjacent lots will not be impacted. Retaining walls are only allowed to be installed with dry stack material including Allan Block. No other materials will be allowed. Retaining walls should not be constructed in any existing drainage or utility easements.

- 4.6 **Screening Views and Directing Winds.** Plant materials can frame pleasant vistas such as views of the mountains. Less desirable views of adjacent land (e.g. highways) can be screened with dense coniferous plantings, earth mounds, fences or walls. High-velocity winds can be effectively directed by dense planting.
- 4.7 **Rockscapes.** Boulders and cobbles present an attractive alternative landscape element where used in harmony within the overall landscape composition. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high contrast colors are not allowed, including the use of black granite, white marble and lavarock. Boulders, cobbles, river rock, etc. is not acceptable as the only landscaping in a front or rear yard. Please see **4.14 Xeriscaping** for more information.
- 4.8 **Irrigation.** The semi-arid climate along the Front Range makes watering necessary. It is recommended that watering be done in the early morning or evening. A common tendency is to over-saturate the lot. Owners are urged to conserve water, minimizing potential problems on their own lots as well as on adjacent property Owners' Lots caused by over-watering. Owners are responsible for meeting all City requirements related to irrigating their Lots.

The following are some factors to consider in selecting the type, location, and operation schedule of the irrigation system:

1. Size and shape of areas to be watered to ensure full coverage.
2. Type of turf or ground cover.
3. Available water supplies and pressure.
4. Environment factors in the area to minimize water loss, such as wind, rain, temperature, exposure, and grading.
5. Installation of an irrigation system directly adjacent to front decks, sidewalks and walkways may eventually cause undermining and deterioration to subsidence and erosion.
6. Type of soil and its ability to accept water. Local nurseries or do-it-yourself sprinkler stores have detailed information concerning the type and installation of irrigation systems.
7. Drip irrigation systems are recommended for tree and shrub areas.

- 4.9 **Paved Areas.** Paving may be used to define areas of intense activity and circulation patterns, such as patios, walks, and steps. Materials that can be used to create attractive patterns and textures are brick, flagstones, steppingstones, pre- cast patterned or exposed aggregate concrete paver. These materials are often more desirable than asphalt or poured concrete. It is suggested that paving materials be earth toned in color. Sufficient slope should be maintained in all paved areas to insure proper drainage. Asphalt is not permitted.
- 4.10 **Shade.** Owners should avoid shading solar energy devises or inhibiting the effectiveness of passive solar design measures. For example, broad-leaved deciduous trees screen out the intense summer sun but allow winter warmth to penetrate. Trees and shrubs in general should not be planted within existing drainage swales so as to block designated drainage patterns or disrupt anticipated absorption and evaporation rates.

**4.11 Landscape Materials.** Deciduous trees and evergreen trees, provide summer shade and be used as a windbreak. Evergreens provide attractive backdrops for displaying ornamental trees and contrasting flowers as well as providing a visual screen.

1. Shrubs such as junipers may be used as specimens or in masses. Shrubs can also be used in combination with trees as windbreaks or to add color and texture to the landscape. Low-profile, spreading shrubs may be used as groundcover treatment and present an attractive method of reducing water consumption.
2. Ornamental trees such as flowering crabapples provide accent, color, and additional interest to the residential landscape and may be a more appropriate scale for small areas of a lot.
3. Groundcovers such as creeping mahonia play an important role in consolidating the surface of fine-grained soils to prevent erosion and sedimentation. They may be useful in place of a lawn, especially on steep banks where they will also require less water than turf grass.
4. Vines may be used as a groundcover or as a shading element over a trellis or as a screen when planted adjacent to a fence.
5. Garden flowers may be used as elements of seasonal color. Perennials and annuals should be considered.
6. Vegetable gardens may be integrated with planting beds and used ornamentally.

**4.12 Mulch.** Mulch modifies extreme soil temperatures and improves soil by producing humus and reducing evaporation loss. Suggested minimum depth for mulches is four inches (4"). Mulches are typically used in shrubs and groundcover beds and may consist of a variety of organic materials such as ground bark, woodchips, pole peelings or chipper chips. Natural wood mulch has environmental advantages to plant material. Synthetic mulch relocated by high winds may contaminate neighboring planters and the surrounding environment and is therefore prohibited. Stone or gravel mulch with harsh, unnatural or high contrast colors are not allowed, including the use of black granite, white marble and lava rock.

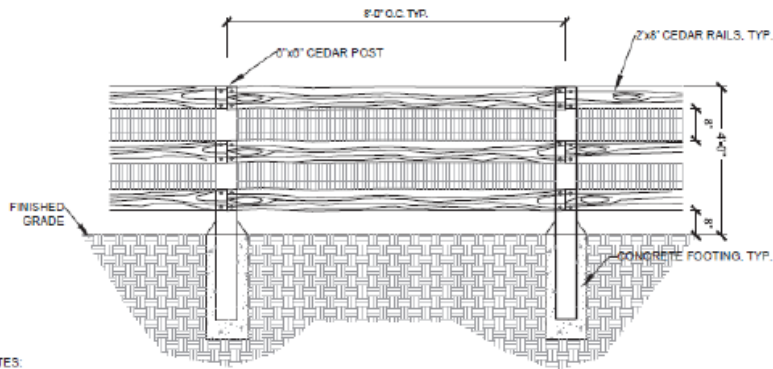
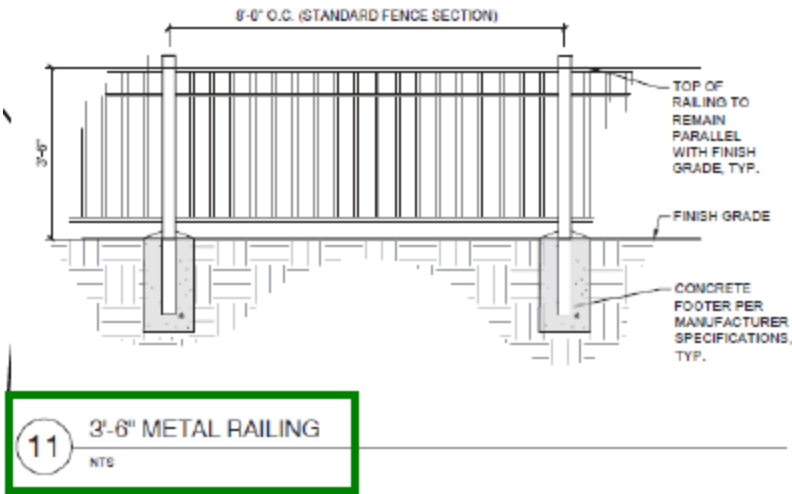
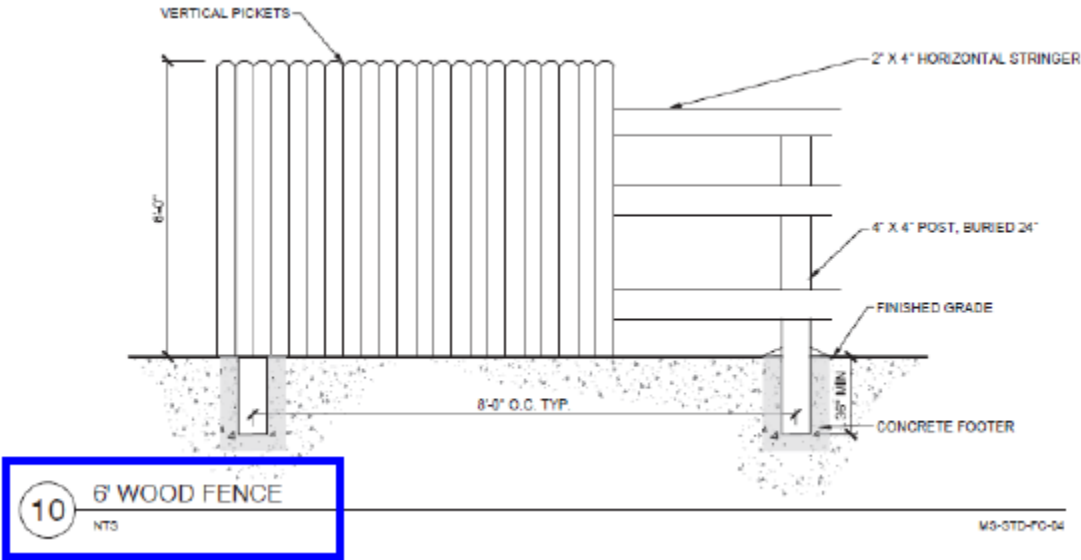
**4.13 Landscape Maintenance.** Consistent maintenance is essential for healthy plant materials. The following are some suggested maintenance considerations and ways of minimizing maintenance problems:

1. Plant with regards to climate. Consider the ultimate size, shape, and growth rate of species.
2. Locate plants and irrigation heads out of the way of pedestrian-bicycle traffic and car bumpers.
3. Provide simple guying systems for trees for a minimum of two (2) years and wrap trees most susceptible to sun scald with burlap or paper during fall or winter months.
4. Make provisions for efficient irrigation; drain and service sprinkler systems on regular basis and conduct operational checks on a weekly basis to ensure proper performance of the system.
5. Provide quality soil mixes with sufficient organic material. 30% organic material per tilled depth is desirable.
6. Maintain mulch at least three inches (3") deep to hold soil moisture and to prevent weeds and soil compaction.
7. Provide required fertilization, weed and pest controls, etc., as required for optimum plant growth.

8. Prune woody plants when needed. Avoid pruning more than 1/3 of foliage.
9. Space trees to allow for efficient mowing and root system growth.
10. Locate plants with similar water, sun and space requirements together.

4.14 **Xeriscaping** Xeriscape landscaping involves the use low water, drought tolerant plant material. Rocks, mulch, pavers, etc. may be used to accentuate landscaping but cannot be the only materials used. Living plant material requirements from local and state municipalities must be followed.

EXHIBIT A  
Fencing Guidelines, Description, and Setbacks

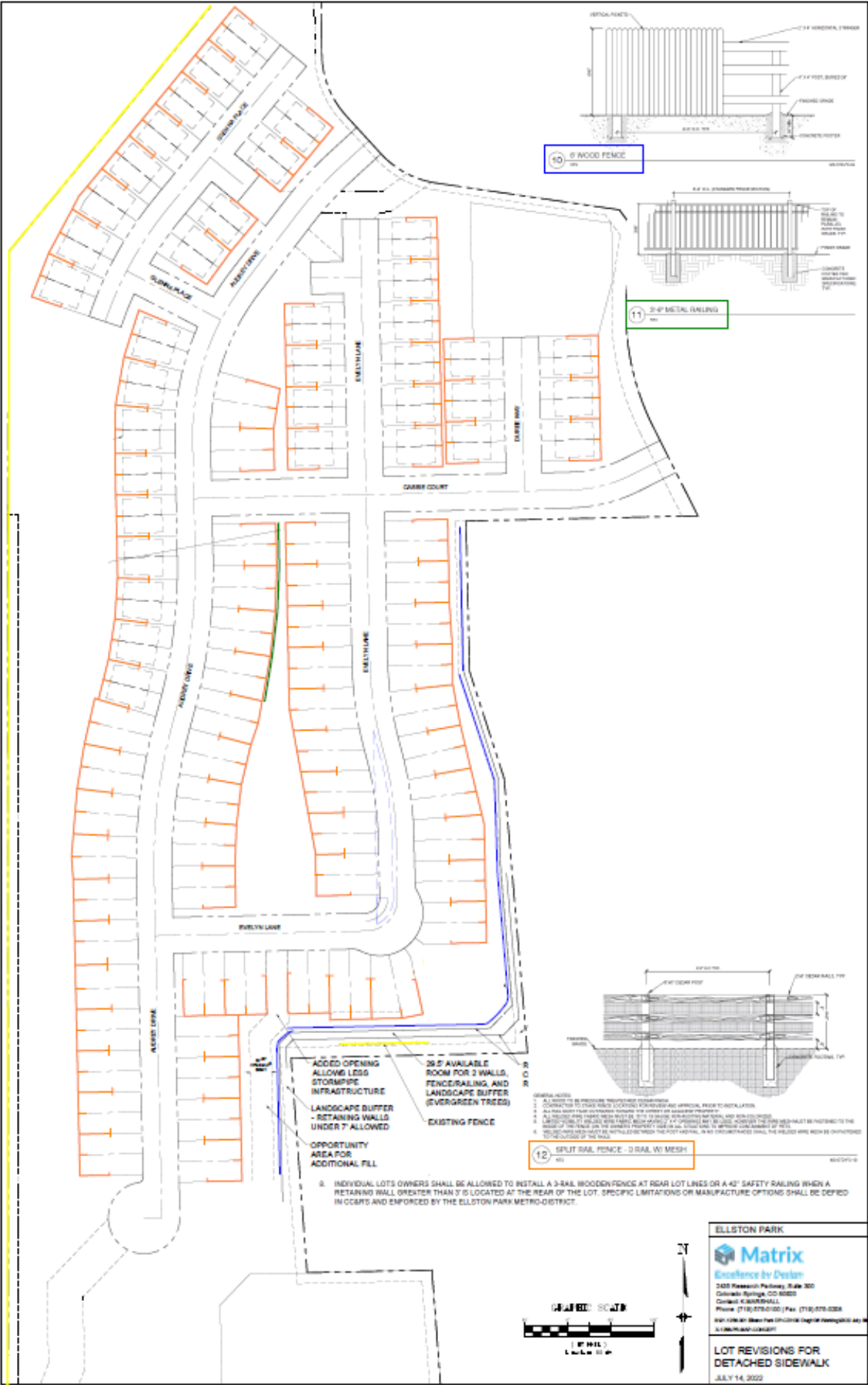


- GENERAL NOTES:
1. ALL WOOD TO BE PRESSURE TREATED RED CEDAR FINISH.
  2. CONTRACTOR TO STAKE FENCE LOCATIONS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
  3. ALL RAIL MUST FACE OUTWARDS TOWARD THE STREET OR ADJACENT PROPERTY.
  4. ALL WELDED WIRE FABRIC MESH MUST BE 16 TO 18 GAUGE NON-RUSTING MATERIAL AND NON-COLORIZED.
  5. LIMITED-VISIBILITY WELDED WIRE FABRIC MESH HAVING 2" x 4" OPENINGS MAY BE USED, HOWEVER THE WIRE MESH MUST BE FASTENED TO THE INSIDE OF THE FENCE (ON THE OWNER'S PROPERTY SIDE) IN ALL SITUATIONS TO IMPROVE CONTAINMENT OF PETS.
  6. WELDED WIRE MESH MUST BE INSTALLED BETWEEN THE POST AND RAIL. IN NO CIRCUMSTANCES SHALL THE WELDED WIRE MESH BE ON FASTENED TO THE OUTSIDE OF THE RAILS.

12 SPLIT RAIL FENCE - 3 RAIL W/ MESH  
NTS

MS-STD-FC-10





**EXHIBIT B**  
**Wildland- Urban Interface (WUI) Notes**

WILDLAND-URBAN INTERFACE (WUI) NOTES:

1. FUELS MANAGEMENT- SAFETY ZONE. ALL LOTS WITH HOMES CONSTRUCTED OR RECONSTRUCTED AFTER THE ADOPTION OF THE ORDINANCE, WITHIN THE WILDLAND URBAN INTERFACE, REGARDLESS OF DEVELOPMENT PLAN APPROVAL DATE, SHALL BE SUBJECT TO THE FOLLOWING FUELS MANAGEMENT REQUIREMENTS:

K102.1.1 SAFETY ZONE: BRUSH PATCHES OR CLUSTERS MAY BE LEFT IN THE SAFETY ZONE, BUT SHALL BE SEPARATED BY CLEAR AREAS OF AT LEAST TEN FEET (10') OR MORE OF NONCOMBUSTIBLE MATERIALS AND/OR GRASS MOWED TO NOT MORE THAN FOUR INCHES (4") IN HEIGHT. (ORDINANCE 18-50, 8.4.105, K102.1)

2. FUELS MANAGEMENT- CLEARANCE TO MAIN STRUCTURE. ALL LOTS WITH HOMES CONSTRUCTED OR RECONSTRUCTED AFTER THE ADOPTION OF THE ORDINANCE, WITHIN THE WILDLAND URBAN INTERFACE, REGARDLESS OF DEVELOPMENT PLAN APPROVAL DATE, SHALL BE SUBJECT TO THE FOLLOWING FUELS MANAGEMENT REQUIREMENTS:

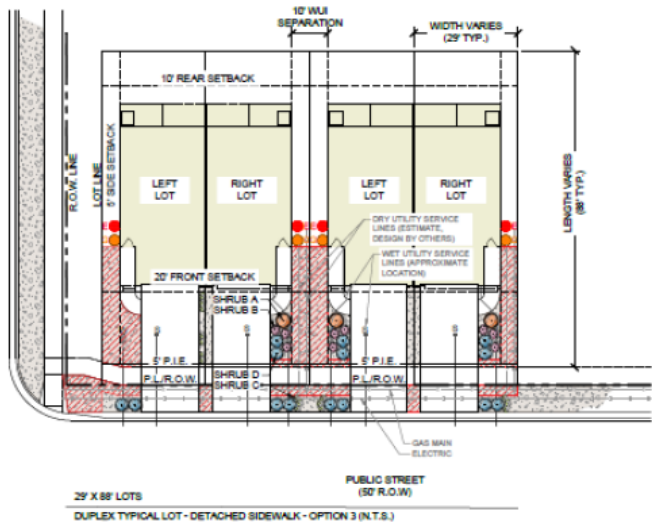
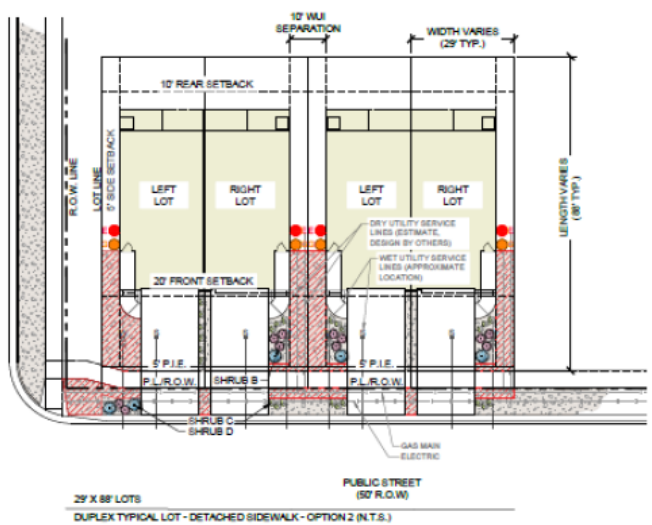
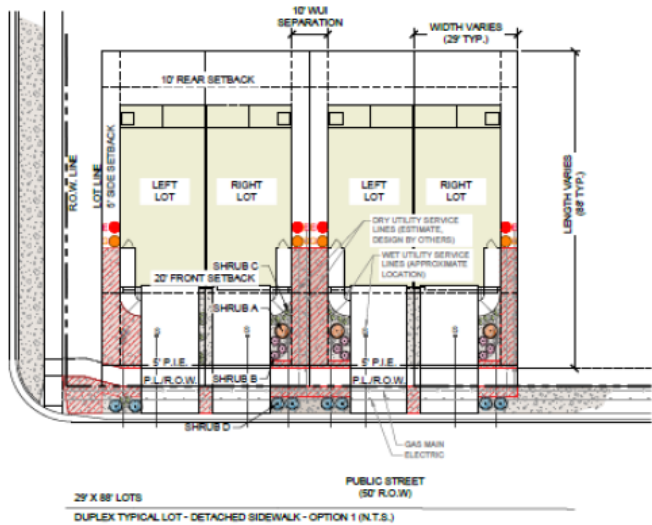
K102.1.2 CLEARANCE TO MAIN STRUCTURE. NO HAZARDOUS BRUSH OR TREES (I.E. JUNIPERS AND CONIFERS) SHALL BE ALLOWED WITHIN FIFTEEN FEET (15') OF THE MAIN STRUCTURE OR SIGNIFICANT ACCESSORY STRUCTURE. CONIFERS OR OTHER SIMILARLY COMBUSTIBLE PLANTS SHALL NOT BE PLANTED UNDER SOFFIT VENTS.

EXCEPTION: WHEN APPROVED BY THE FIRE CODE OFFICIAL, SMALL BRUSH PATCHES OR TREES, NOT EXCEEDING ONE HUNDRED (100) SQUARE FEET IN SIZE AND NO MORE THAN FIFTEEN (15) LINEAR FEET IN ANY DIRECTION, MAY BE ALLOWED TO ENCROACH INTO THIS ZONE. VEGETATION MUST BE MAINTAINED IN ACCORDANCE WITH THE APPLICABLE COLORADO SPRINGS COMMUNITY WILDFIRE PROTECTION PLAN. PLANTS WITH FIRE RESISTANT CHARACTERISTICS FOUND ON THE COLORADO STATE FOREST SERVICE LIST OF FIREWISE PLANTS ARE ALLOWED WITHIN 15 FEET OF THE MAIN STRUCTURE OR SIGNIFICANT ACCESSORY STRUCTURE. (ORDINANCE 18-50, 8.4.105, K102.1.2)

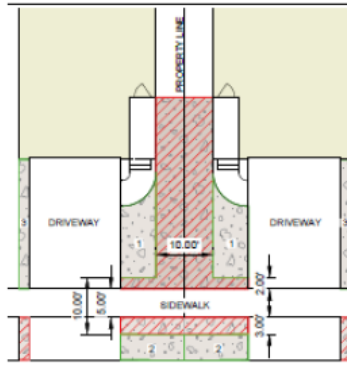
3. PRUNING OF DEAD LIMBS. LARGE TREES SHALL NOT BE ALLOWED TO HAVE LIMBS OVERLAP ANOTHER TREE AND SHALL BE PRUNED OF DEAD LIMBS TO A HEIGHT OF UP TO TEN FEET (10') ABOVE THE GROUND. TREE CLUSTERS MAY BE ALLOWED IF SUFFICIENT CLEAR AREA IS PROVIDED AND APPROVED. (ORDINANCE 18-50, 8.4.105, K102.1.3)
4. CLEARANCE OF TREE BRANCHES TO STRUCTURES OR APPURTENANCES. TREE BRANCHES SHALL NOT EXTEND OVER OR UNDER THE ROOF OR EAVES, AND SHALL NOT BE WITHIN FIFTEEN FEET (15') OF A DECK OR SIMILAR COMBUSTIBLE PROJECTION, WOOD BURNING APPLIANCE OR CHIMNEY. (ORDINANCE 18-50, 8.4.105, K102.1.4)

Additional information is available on the Colorado Springs website

EXHIBIT C  
On-Lot Landscaping



ALLOWED PLANTING AREAS DIAGRAM

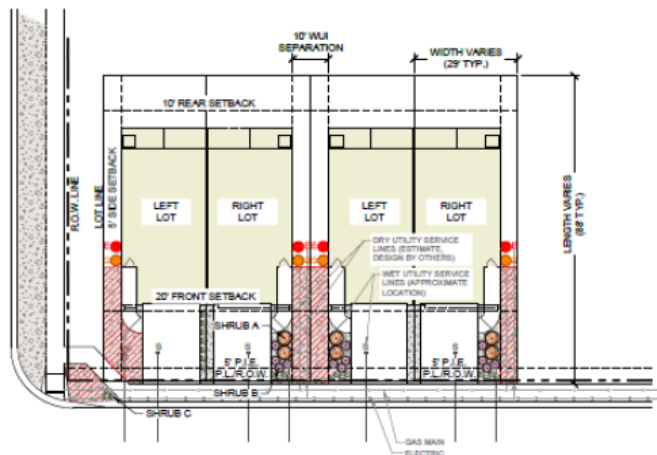


SHRUB SPECIES SELECTION

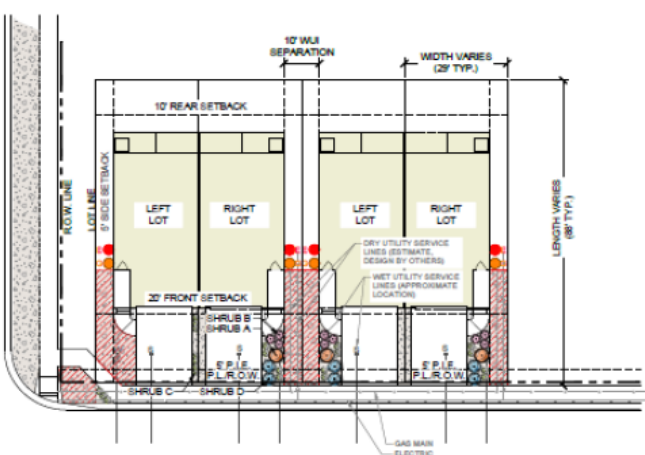
- SHRUB A**  
SIZE: 12" HEIGHT BY 3/4" WIDE  
PRUNUS X OSTENA / PURPLE LEAF SAND CHERRY  
RIBES AUREUM / GOLDEN CURRANT  
SYMPHORICARPA X CHENALUTI / CHENALUTI CORALBERRY
- SHRUB B**  
SIZE: 12" HEIGHT BY 3/4" WIDE  
RAPHANOCALYPTUS / BUSH CINQUEFOIL  
ROSA WOODSII / MOUNTAIN ROSE
- SHRUB C**  
SIZE: 12" HEIGHT BY 1-1/2" WIDE  
ERICA X DARLZYENSIS / MARY HELEN / MARY HELEN DARLEY HEATH  
STRADA JAPONICA / WEDGE CARPET / MAGIC CARPET JAPANESE SPIREA
- SHRUB D**  
SIZE: 12" HEIGHT BY 3-4" WIDE  
ABUTOTANINUS / UNUSUSUS / KIRKINACK  
COTONEASTER ADPRESSUS / TOM THUMB / EARLY COTONEASTER
- 1' LIT ROCK**  
PIONEER PIONEER LANDSCAPE CENTER  
PIONEER SUNRISE  
MOUNTAIN GRANITE

NOTES:

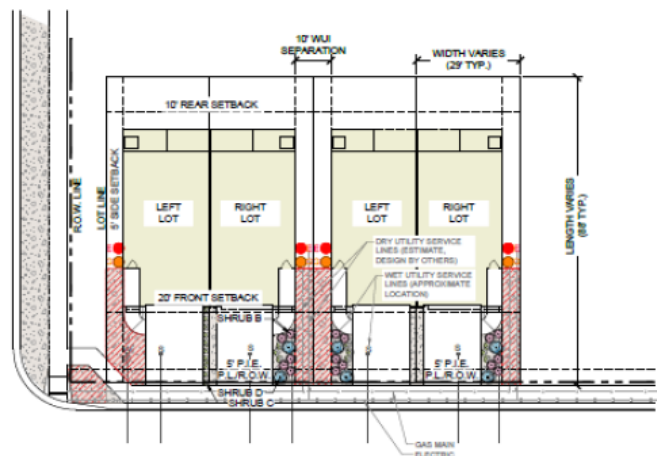
1. EACH PLANTING CLUSTER AREA IS NOT TO EXCEED 100 SF.
2. PLANTING CLUSTER AREAS MUST BE SPACED A MINIMUM OF 10' APART FROM EACH OTHER.
3. END CORNER UNITS SHALL NOT HAVE PLANTS IN PLANTING CLUSTER AREA 1.
4. HOME OWNERS ARE REQUIRED TO PROVIDE IRRIGATION AND ARE RESPONSIBLE FOR MAINTENANCE OF PLANTS ON THEIR PROPERTY AND FROM THEIR FRONT PROPERTY LINE TO THE BACK OF CURB IN THE STREETSCAPE.
5. PROPERTIES ARE WITHIN THE WILDLIFE URBAN INTERFACE (WUI) OVERLAY AND ARE SUBJECT TO FIELD MANAGEMENT REQUIREMENTS AS DEFINED IN CHAPTER 8 OF THE CITY CODE AND ELLSTON PARK OCA.



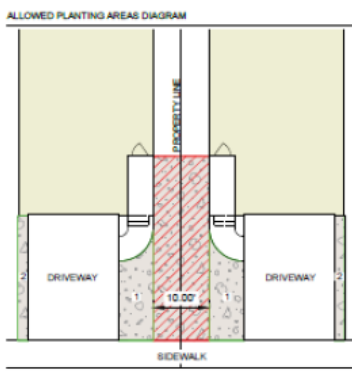
29' X 88' LOTS  
PUBLIC STREET (50' R.O.W.)  
DUPLEX TYPICAL LOT - ATTACHED SIDEWALK - OPTION 1 (N.T.S.)



29' X 88' LOTS  
PUBLIC STREET (50' R.O.W.)  
DUPLEX TYPICAL LOT - ATTACHED SIDEWALK - OPTION 2 (N.T.S.)



29' X 88' LOTS  
PUBLIC STREET (50' R.O.W.)  
DUPLEX TYPICAL LOT - ATTACHED SIDEWALK - OPTION 3 (N.T.S.)



**SHRUB SPECIES SELECTION**

- SHRUB A**  
SIZE: 3-4' HEIGHT BY 3-4' WIDE  
PRUNUS X CISTEA / PURPLE LEAF SAND CHERRY  
RUBUS AUREUM / GOLDEN CURRANT  
SYMPHORICARPOS X CHENEAULTS / CHENEAULT CORALBERRY
- SHRUB B**  
SIZE: 3-3' HEIGHT BY 3-4' WIDE  
SAPHOROA FRUTICOSA / BUSH CHIQUEPOLL  
ROSA WOODSII / MOUNTAIN ROSE
- SHRUB C**  
SIZE: 1-2' HEIGHT BY 1-2' WIDE  
ERICA X DARLEYENSIS / MARY HELEW / MARY HELEN DARLEY HEATH  
SPIRAEA JAPONICA / MAGIC CARPET / MAGIC CARPET JAPANESE SPIREA
- SHRUB D**  
SIZE: 1-2' HEIGHT BY 3-4' WIDE  
ANTICOTANTHUS / OSAUBUSU KWAKONICK  
COTONEASTER ADPRESSUS / TOM THUMB / EARLY COTONEASTER

**1.10' ROCK**  
PIONEER LANDSCAPE CENTER  
PIONEER SUNRISE  
MOUNTAIN GRANITE

**NOTES:**

1. EACH PLANTING CLUSTER AREA IS NOT TO EXCEED 100 SF.
2. PLANTING CLUSTER AREAS MUST BE SPACED A MINIMUM OF 10' APART FROM EACH OTHER.
3. END CORNER UNITS SHALL NOT HAVE PLANTS IN PLANTING CLUSTER AREA 1.
4. HOME OWNERS ARE REQUIRED TO PROVIDE IRRIGATION AND ARE RESPONSIBLE FOR MAINTENANCE OF PLANTS ON THEIR PROPERTY AND FROM THEIR FRONT PROPERTY LINE TO THE BACK OF CURB IN THE STREETSCAPE.
5. PROPERTIES ARE WITHIN THE WILDLIFE URBAN INTERFACE (WUI) OVERLAY AND ARE SUBJECT TO FUELS MANAGEMENT REQUIREMENTS AS DEFINED IN CHAPTER 8 OF THE CITY CODE AND ELLSTON PARK OGBAN.

**EXHIBIT B**

2025 Budget

## **BUDGET DOCUMENT**

### **BUDGET MESSAGE**

(Pursuant to § 29-1-103(1) (e), C.R.S.)

#### Ellston Park Metropolitan District

The attached 2024 Budget for Ellston Park Metropolitan District includes these important features:

- The primary sources of revenue for the district are tax revenues and Developer Advances

The Budgetary basis of accounting timing measurement method used is:

- ☐ Cash basis
- ☒ Modified accrual basis
- ☐ Encumbrance basis
- ☐ Accrual basis

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the district's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred, or the long-term obligation is paid.

The services to be provided/ delivered during the budget year are the following:

- Contracted legal and management services including state required reporting, financial and accounting reports, billing and other services.



614 N. Tejon St  
Colorado Springs, CO 80903  
(719) 447-1777

Ellston Park Metropolitan District  
2025 BUDGET  
GENERAL FUND

	2023 ACTUAL	2024 ACTUAL 9/26/2024	2024 PROJECTED	2024 BUDGET	2025 BUDGET
GENERAL FUND BEGINNING BALANCE	-	-	-	-	2,050
REVENUES					
PROPERTY TAX REVENUE	\$ -	\$ -	\$ -	\$ -	\$ 3,902
SPECIFIC OWNERSHIP TAXES	\$ -	\$ -	\$ -	\$ -	\$ 273
DEVELOPER ADVANCE	\$ 10,000	\$ 32,487	\$ 42,250	\$ 42,250	\$ 50,000
INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS INCOME	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 10,000	\$ 32,487	\$ 42,250	\$ 42,250	\$ 54,175
TOTAL FUNDS AVAILABLE	\$ 10,000	\$ 32,487	\$ 42,250	\$ 42,250	\$ 56,225
EXPENDITURES					
ACCOUNTING	\$ -	\$ -	\$ -	\$ 1,000	\$ -
AUDIT	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECTORS' FEES	\$ -	\$ -	\$ -	\$ -	\$ -
INSURANCE/SDA DUES	\$ -	\$ 200	\$ 200	\$ 1,250	\$ 100
LEGAL	\$ -	\$ 11,098	\$ 20,000	\$ 20,000	\$ 20,000
DISTRICT MANAGEMENT	\$ 10,000	\$ 15,513	\$ 20,000	\$ 20,000	\$ 30,000
TREASURER'S FEES (1.5%)	\$ -	\$ -	\$ -	\$ -	\$ 59
CONTINGENCY	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 10,000	\$ 26,810	\$ 40,200	\$ 42,250	\$ 50,159
ENDING FUND BALANCE	-	5,676	2,050	-	6,067
EMERGENCY RESERE: State Requited at 3%	\$ 300	\$ 804	\$ 1,206	\$ 1,268	\$ 1,505
ASSESSED VALUE	328,960	389,950		389,950	390,220
MILL LEVY	0.000	0.000		0.000	10.000

**EXHIBIT C**

2024 Application for Exemption from Audit



APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS	Ellston Park Metropolitan District	For the Year Ended 12/31/24 or fiscal year ended:
	614 N Tejon St.	
	Colorado Springs, CO 80903	
CONTACT PERSON	Susan Gonzales	
PHONE	719-447-1777	
EMAIL	sue.g@wsdistricts.co	

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:	Susan Gonzales
TITLE	Director of District Accounting
FIRM NAME (if applicable)	Wisdom Management, LLC
ADDRESS	614 N Tejon St
PHONE	719-447-1777

PREPARER (SIGNATURE REQUIRED)		DATE PREPARED (No exemption shall be granted prior to the close of said fiscal year)	
<div>DocuSigned by: <i>Susan Gonzales</i> 235DBBD1105149A...</div>		3/13/2025	
Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	GOVERNMENTAL (MODIFIED ACCRUAL BASIS)	PROPRIETARY (CASH OR BUDGETARY BASIS)	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PART 2 - REVENUES				
All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.				
Line #	Description		Round to the nearest dollar	Please use this space to provide any necessary explanations
2-1	Taxes:	Property (report mills levied in question 10-7)	\$ -	
2-2		Specific ownership	\$ -	
2-3		Sales and use	\$ -	
2-4		Other (specify):	\$ -	
2-5	Licenses and permits		\$ -	
2-6	Intergovernmental:	Grants	\$ -	
2-7		Conservation Trust Funds (Lottery)	\$ -	
2-8		Highway Users Tax Funds (HUTF)	\$ -	
2-9		Other (specify):	\$ -	
2-10	Charges for services		\$ -	
2-11	Fines and forfeits		\$ -	
2-12	Special assessments		\$ -	
2-13	Investment income		\$ -	
2-14	Charges for utility services		\$ -	
2-15	Debt proceeds	(should agree to table 4-4, column 'Issued during year')	\$ -	
2-16	Lease proceeds		\$ -	
2-17	Developer Advances received	(should agree to table 4-4, column 'Issued during year')	\$ 52,487	
2-18	Proceeds from sale of capital assets		\$ -	
2-19	Fire and police pension		\$ -	
2-20	Donations		\$ -	
2-21	Other (specify):		\$ -	
2-22			\$ -	
2-23			\$ -	
2-24			\$ -	
2-25			\$ -	
2-26	(add lines 2-1 through 2-25) TOTAL REVENUES		\$ 52,487	

PART 3 - EXPENDITURES/EXPENSES				
All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.				
Line #	Description		Round to the nearest dollar	Please use this space to provide any necessary explanations
3-1	Administrative		\$ 100	
3-2	Salaries		\$ -	
3-3	Payroll taxes		\$ -	
3-4	Contract services		\$ -	
3-5	Employee benefits		\$ -	
3-6	Insurance		\$ 200	
3-7	Accounting and legal fees		\$ 40,423	
3-8	Repair and maintenance		\$ -	
3-9	Supplies		\$ -	
3-10	Utilities and telephone		\$ -	
3-11	Fire/Police		\$ -	
3-12	Streets and highways		\$ -	
3-13	Public health		\$ -	
3-14	Capital outlay		\$ -	
3-15	Utility operations		\$ -	
3-16	Culture and recreation		\$ -	
3-17	Debt service principal	(should agree to table 4-4, column 'Retired during year')	\$ -	
3-18	Debt service interest		\$ -	
3-19	Repayment of Developer Advance Principal	(should agree to table 4-4, column 'Retired during year')	\$ -	
3-20	Repayment of Developer Advance Interest		\$ -	
3-21	Contribution to pension plan		\$ -	
3-22	Contribution to Fire & Police Pension Assoc.		\$ -	
3-23	Other (specify):		\$ -	
3-24			\$ -	
3-25			\$ -	
3-26			\$ -	
3-27			\$ -	
3-28	(add lines 3-1 through 3-27) TOTAL EXPENDITURES/EXPENSES		\$ 40,723	

If TOTAL REVENUES (Line 2-26) or TOTAL EXPENDITURES (Line 3-28) are GREATER than \$100,000 - **STOP**.  
You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED																																												
Please answer the following questions by marking the appropriate boxes.			Yes	No																																								
4-1	Does the entity have outstanding debt? <i>(If 'No' is checked, skip to question 4-5)</i> <i>(If 'Yes' is checked, please attach a copy of the entity's debt repayment schedule)</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>																																								
4-2	Is the debt repayment schedule attached? If no, <b>MUST</b> explain below: <div></div>		<input type="checkbox"/>	<input type="checkbox"/>																																								
4-3	Is the entity current in its debt service payments? If no, <b>MUST</b> explain below: <div></div>		<input type="checkbox"/>	<input type="checkbox"/>																																								
4-4	<table><tr><th>Please complete the following debt schedule, if applicable: (please only include principal amounts) (enter all amounts as positive numbers)</th><th>Outstanding at end of prior year*</th><th>Issued during year</th><th>Retired during year</th><th>Outstanding at year-end</th></tr><tr><td>General obligation bonds</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Revenue bonds</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Notes/Loans</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Lease &amp; SBITA** Liabilities [GASB 87 &amp; 96]</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Developer Advances</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Other (specify):</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr><tr><td>TOTAL</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr></table>				Please complete the following debt schedule, if applicable: (please only include principal amounts) (enter all amounts as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end	General obligation bonds	\$ -	\$ -	\$ -	\$ -	Revenue bonds	\$ -	\$ -	\$ -	\$ -	Notes/Loans	\$ -	\$ -	\$ -	\$ -	Lease & SBITA** Liabilities [GASB 87 & 96]	\$ -	\$ -	\$ -	\$ -	Developer Advances	\$ -	\$ -	\$ -	\$ -	Other (specify):	\$ -	\$ -	\$ -	\$ -	TOTAL	\$ -	\$ -	\$ -	\$ -
Please complete the following debt schedule, if applicable: (please only include principal amounts) (enter all amounts as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end																																								
General obligation bonds	\$ -	\$ -	\$ -	\$ -																																								
Revenue bonds	\$ -	\$ -	\$ -	\$ -																																								
Notes/Loans	\$ -	\$ -	\$ -	\$ -																																								
Lease & SBITA** Liabilities [GASB 87 & 96]	\$ -	\$ -	\$ -	\$ -																																								
Developer Advances	\$ -	\$ -	\$ -	\$ -																																								
Other (specify):	\$ -	\$ -	\$ -	\$ -																																								
TOTAL	\$ -	\$ -	\$ -	\$ -																																								

\*\*Subscription-Based Information Technology Arrangements

\*Must agree to prior year-end balance

Please answer the following questions by marking the appropriate boxes.			Yes	No
4-5	Does the entity have any authorized but unissued debt as of its fiscal year-end? How much? Date the debt was authorized:		<input type="checkbox"/>	<input type="checkbox"/>
		\$ 15,000,000.00 6/8/2021		
NEW 4-6	Is the authorized but unissued debt further limited by the entity's most recent Service Plan? If yes: How much? Date of the most recent Service Plan:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$ - 		
4-7	Does the entity intend to issue debt within the next calendar year? If yes: How much?		<input type="checkbox"/>	<input type="checkbox"/>
		\$ 2,500,000.00		
4-8	Does the entity have debt that has been refinanced that it is still responsible for?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is the amount outstanding?			
		\$ -		
4-9	Does the entity have any lease agreements?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments?		<input type="checkbox"/>	<input type="checkbox"/>
		    \$ -		

Part 4 - Please use this space to provide any explanations/comments or attach separate documentation, if needed

PART 5 - CASH AND INVESTMENTS				
Please provide the entity's cash deposit and investment balances.		Amount	Total	
5-1	YEAR-END Total of ALL Checking and Savings Accounts	\$ 61		
5-2	Certificates of deposit	\$ -		
	TOTAL CASH DEPOSITS		\$ 61	
5-3	Investments (if investment is a mutual fund, please list underlying investments):			
		\$ -		
		\$ -		
		\$ -		
		\$ -		
	TOTAL INVESTMENTS		\$ -	
	TOTAL CASH AND INVESTMENTS		\$ 61	
Please answer the following questions by marking in the appropriate boxes.		Yes	No	N/A
5-4	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 5 - If no, MUST use this space to provide any explanations

PART 8 - BUDGET INFORMATION		Yes	No	N/A
8-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? If no, <b>MUST</b> explain: <div></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8-2	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, <b>MUST</b> explain: <div></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes: Please indicate the amount appropriated for each fund separately for the year reported (Please make sure each individual fund's appropriation agrees to how the budget was adopted. Do not combine funds)				
Governmental/Proprietary Fund Name		Total Appropriations By Fund		
General Fund		\$50,159.00		
Debt Service Fund		\$2,506,701.00		
Capital Projects Fund		\$2,500,000.00		

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)			
Please answer the following question by marking in the appropriate box.		Yes	No
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?  <i>Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part 9 - If no, MUST use this space to provide any explanations			

PART 10 - GENERAL INFORMATION				
Please answer the following questions by marking in the appropriate boxes.		Yes	No	
10-1	Is this application for a newly formed governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	Date of formation: <input type="text"/>			
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	Please list the NEW name: <input type="text"/>			
	Please list the PRIOR name: <input type="text"/>			
10-3	Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10-4	Please indicate what services the entity provides: <input type="text"/>			
10-5	Does the entity have an agreement with another government to provide services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	List the name of the other governmental entity and the services provided: <input type="text"/>			
10-6	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	Date filed: <input type="text"/>			
10-7	Does the entity have a certified mill levy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If yes:	Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):			
	Bond redemption mills		40.000	
	General/other mills		10.000	
	Total mills		50.000	
		Yes	No	N/A
10-8	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 [Section 32-1-207 C.R.S.]? If <b>NO</b> , please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="text"/>			
Please use this space to provide any additional explanations or comments not previously included				

PART 11 - GOVERNING BODY APPROVAL			
Please answer the following question by marking in the appropriate box.		Yes	No
11-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# Office of the State Auditor — Local Government Division - Exemption Form Electronic Signature Policy and Procedure

## Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

**The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following two methods:**

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
  - b. Include electronic signatures obtained through a software program such as Docusign or Echosign in accordance with the requirements noted above.



Print or type the names of <u>ALL</u> members of current governing body below. A <u>MAJORITY</u> of the members of the governing body must sign below.		
Board Member 1	Board Member's Name:	Kim Herman
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature <div><div>Signed by:</div><div>Kim Herman</div><div>BF9D32583648400...</div></div>
	My term expires: May 2025	Date 3/13/2025
Board Member 2	Board Member's Name:	Michael Harty
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature <div><div>Signed by:</div><div>Michael Harty</div><div>DEF72BDE9026482...</div></div>
	My term expires: May 2025	Date 3/13/2025
Board Member 3	Board Member's Name:	
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature
	My term expires:	Date
Board Member 4	Board Member's Name:	
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature
	My term expires:	Date
Board Member 5	Board Member's Name:	
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature
	My term expires:	Date
Board Member 6	Board Member's Name:	
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature
	My term expires:	Date
Board Member 7	Board Member's Name:	
	I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature
	My term expires:	Date



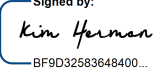
Certificate Of Completion

Envelope Id: 311EC906-601E-4928-AFDE-29BA7B75BC2D		Status: Completed
Subject: Complete with Docusign: EPMD 2024 Audit Exemption.xlsx		
Source Envelope:		
Document Pages: 11	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Sue Gonzales
AutoNav: Enabled		614 N Tejon Street
Envelopeld Stamping: Enabled		Colorado Springs, CO 80903
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		sue.g@wsdistricts.co
		IP Address: 96.79.235.13


Record Tracking

Status: Original	Holder: Sue Gonzales	Location: DocuSign
3/13/2025 8:36:59 AM	sue.g@wsdistricts.co	


Signer Events

Signer Events	Signature	Timestamp
Kim Herman KNHerman@drhorton.com Security Level: Email, Account Authentication (None)	<div>Signed by:  BF9D32583648400...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 50.235.252.154</div>	Sent: 3/13/2025 8:41:25 AM Viewed: 3/13/2025 8:46:19 AM Signed: 3/13/2025 8:46:58 AM

Electronic Record and Signature Disclosure:  
Accepted: 3/13/2025 8:46:19 AM  
ID: 0c340a65-4845-4947-a50e-0f9d4ce952f2

Michael Harty MFHarty@drhorton.com Security Level: Email, Account Authentication (None)	<div>Signed by:  DEF72BDE9028482...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 50.235.252.154</div>	Sent: 3/13/2025 8:41:26 AM Viewed: 3/13/2025 9:03:30 AM Signed: 3/13/2025 9:04:02 AM
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Electronic Record and Signature Disclosure:  
Accepted: 3/13/2025 9:03:30 AM  
ID: 3933a4de-aa01-4d30-a259-7fa990de301e

Susan Gonzales sue.g@wsdistricts.co Director of District Accounting Walker Schooler District Managers Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  2350BBD1105149A...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 96.79.235.13</div>	Sent: 3/13/2025 8:41:25 AM Viewed: 3/13/2025 8:41:49 AM Signed: 3/13/2025 8:41:56 AM
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Electronic Record and Signature Disclosure:  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp



Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 8:41:26 AM
Certified Delivered	Security Checked	3/13/2025 8:41:49 AM
Signing Complete	Security Checked	3/13/2025 8:41:56 AM
Completed	Security Checked	3/13/2025 9:04:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Walker Schooler Dist Managers (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Walker Schooler Dist Managers:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kalilah.a@wsdistricts.co](mailto:kalilah.a@wsdistricts.co)

### **To advise Walker Schooler Dist Managers of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kalilah.a@wsdistricts.co](mailto:kalilah.a@wsdistricts.co) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Walker Schooler Dist Managers**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kalilah.a@wsdistricts.co](mailto:kalilah.a@wsdistricts.co) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Walker Schooler Dist Managers**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kalilah.a@wsdistricts.co](mailto:kalilah.a@wsdistricts.co) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Walker Schooler Dist Managers as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Walker Schooler Dist Managers during the course of your relationship with Walker Schooler Dist Managers.

### Certificate Of Completion

Envelope Id: F2A74B9C-0537-4C6A-8ABA-1A36567C5AC2  
Subject: Complete with Docusign: Ellston Park MD 2024 Annual Report  
Source Envelope:  
Document Pages: 76  
Certificate Pages: 4  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Sarah Luetjen  
44 Cook Street, Suite 620  
Denver, CO 80206  
sluetjen@cegrlaw.com  
IP Address: 50.207.72.210

### Record Tracking

Status: Original  
7/21/2025 1:52:15 PM  
Holder: Sarah Luetjen  
sluetjen@cegrlaw.com  
Location: DocuSign

### Signer Events

Bryan Reid  
BAReid1@drhorton.com  
Board Member  
Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
0085FEB1BD3E4FB...  
Signature Adoption: Pre-selected Style  
Using IP Address: 165.225.11.60

### Timestamp

Sent: 7/21/2025 1:52:55 PM  
Viewed: 7/21/2025 2:12:16 PM  
Signed: 7/21/2025 2:12:47 PM

Electronic Record and Signature Disclosure:  
Accepted: 7/21/2025 2:12:16 PM  
ID: 92a09ae8-a234-4d52-8f79-6589a5d93800

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2025 1:52:55 PM
Certified Delivered	Security Checked	7/21/2025 2:12:16 PM
Signing Complete	Security Checked	7/21/2025 2:12:47 PM
Completed	Security Checked	7/21/2025 2:12:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cockrel Ela Glesne Greher & Ruhland PC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Cockrel Ela Glesne Greher & Ruhland PC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com)

#### **To advise Cockrel Ela Glesne Greher & Ruhland PC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Cockrel Ela Glesne Greher & Ruhland PC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Cockrel Ela Glesne Greher & Ruhland PC**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sluetjen@cegrrlaw.com](mailto:sluetjen@cegrrlaw.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cockrel Ela Glesne Greher & Ruhland PC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cockrel Ela Glesne Greher & Ruhland PC during the course of your relationship with Cockrel Ela Glesne Greher & Ruhland PC.