DESIGN GUIDELINES

for the

MOUNTAIN VISTA COMMUNITY

as set forth by the Architectural Committee and the Mountain Vista Metro District

Adopted June 7, 2019

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ARTICLE I
GENERAL INFORMATION

Section 1.1 The Purpose.

Early in the planning process for this community, the Developers of the Mountain Vista Community, in El Paso County, Colorado, hereinafter ("Mountain Vista") recognized the natural beauty of this site and commissioned a development plan that conserves many of its distinctive features. To ensure that a quality environment is both created and maintained, these Design Guidelines (the "Design Guidelines") have been adopted. The Design Guidelines are a tool to be used by the designated Architectural Committee (referred to as the "AC" hereafter) to guide development in a sensible, managed process while still allowing for individual freedom of expression.

The Design Guidelines pertain to all site and building development and have been adopted to provide a basis for consistency of development. As such, these guidelines are just that—guidelines; clear and concise enough to give a strong direction, yet flexible enough to be adapted to different sites and different development programs. It will be the express purpose of the AC to consistently and reasonably interpret these guidelines.

The Design Guidelines provide a framework for site development and architectural appearance, with the goal to minimize harsh contrasts in the landscape, to conserve pleasing and significant natural systems, and to encourage unassuming architecture appropriate to this unique environment.

Section 1.2 Legal Authority.

Authority for design review is grounded in the governing documents for this community, specifically the Service Plan for the Mountain Vista Metro District (the "MVMD") which shall have the authority to enforce any covenants or design criteria for the community. Property owners should refer to the recorded plat and development plans, the Articles, Bylaws, Design Guidelines, Rules and Regulations (if any) and Resolutions adopted by the Board of the MVMD. Under the terms of this document, the Board of the MVMD hereby adopts these Design Guidelines as the basis for all design review. Should these guidelines be revised, such revisions shall then take precedence over previous versions of the guidelines. The MVMD shall govern should any discrepancies occur between these Guidelines and other recorded documents.

Section 1.3 Supplemental Guidelines to City, County & State Regulations.

These Design Guidelines are supplemental to regulations normally in effect for this property, including the City of Colorado Springs Zoning and Subdivision Regulations and applicable federal and state regulations as well as pertinent building codes. All construction shall comply with these Design Guidelines and all other applicable regulations including but not limited to the Pikes Peak Regional Building Department (PPRBD).

Section 1.4 Recommendation for Professional Guidance.

It is strongly recommended that all persons proposing any construction subject to review under these Design Guidelines seek the assistance of a qualified design professional with skills appropriate to the task at hand, such as an architect, landscape architect, civil engineer, surveyor, etc.

Section 1.5 Non-liability.

AC approval pursuant to these Design Guidelines does not approve or guarantee engineering design or compliance with law and applicable governmental ordinances or regulations (such as zoning or building ordinances), and does not reflect any representation by the AC, its members, the Board, the Association or the Declarant to assume any liability or responsibility for an applicant's engineering design compliance with any applicable laws, governmental ordinances or regulations, or any other matter relating thereto, other than these Design Guidelines. All applicants are encouraged to contact the Colorado Springs Planning Department and the PPRBD for information regarding applicable government al requirements, regulations and permit matters. Neither the AC, its members, the Board, the Association, the Declarant, nor any of their successors, assigns, agents, employees or officers, shall be liable to any Owner or other person for any damage, loss, or prejudice suffered or claimed on account of:

1. approval or disapproval of any plans,

2. performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

3. development of any property within the subdivision.

Section 1.6 Aesthetic Considerations.

Aesthetic considerations relating to any improvement or other matter that is addressed in these Design Guidelines are within the scope of the design review process, and the A C may deny or condition any application or request before it on the basis of aesthetic considerations, including the design theme for the development and specific areas within the development as well as the aesthetic consistency of a proposed improvement or other matter with the surrounding landscape.

Section 1.7 Administration of the Design Guidelines.

In order to maximize aesthetic benefits to the neighborhood and to bolster property values, all proposed exterior home improvements and site improvements will be evaluated by the AC using these Design Guidelines. It is the responsibility of the AC to ensure that all proposed improvements meet or exceed the requirements of these Design Guidelines and to promote the highest quality design for this neighborhood. The AC will aid the Builder and Owner in meeting these standards.

ARTICLE II DESIGN REVIEW PROCEDURES

Section 2.1 Submission of Drawings and Plans.

All Builders, Owners, contractors, subcontractors and/or their designated representatives shall comply with the following Design Review Procedures in or der to gain approval for any improvement to property within the Mountain Vista Community. All construction that is to be undertaken in these neighborhoods, whether new residential construction, subsequent exterior renovations, remodels, or home site improvements, including but not limited to, walks, driveways, drainage, fencing, lighting, landscape planting or other exterior improvements, is subject to review and approval under these Design Guidelines. Unless otherwise specifically stated herein, drawings or plans for a proposed improvement must be submitted to the AC and the written approval of the AC must be obtained before the improvements are made. The AC shall not charge any fees for review however any reasonable engineering, consulting or other fee incurred by the AC for reviewing any proposed improvement will be assessed to the Owner requesting approval.

Section 2.2 Architectural Plan Review.

For new building construction or major improvements, such as room additions, remodels or structural changes, the Builder or Owner shall submit to the AC one (1) set of construction documents to include the following:

1. One set of architectural plans at a scale of 1/4" = 1'0", including:

    a. Architectural elevations (front, sides and rear).

    b. Floor plans, including square footage for each floor.

    c. Roof plans indicating pitches, ridges, valleys and location of mounted equipment.

    d. Indication of all proposed exterior materials including proposed colors.

    e. Exterior details, including items such as chimneys, exterior stairs and decks, and railings.

    f. Any other proposed improvements (i.e., decks, awnings, hot tubs, etc.)

2. Site Plan of the lot, at a scale of 1" =20' or l" =30', including:

    a. Lot lines and dimensions, building setbacks, street right-of- way, curb lines and easements.

    b. Existing and proposed contour lines at 2' intervals extending to all property lines, existing or proposed street elevations, finish grade at

building corners, and drainage swales may be required. Finish floor, and garage slab elevations also may be required.

c. Building footprint, including finish floor and garage elevation.

d. Walks, driveways, decks, accessory structures, dog runs or privacy fencing, retaining walls with top and bottom of w all elevations.

3. Upon a Builder receiving approval from the AC for a particular Master Plan model, subsequent submissions to the AC for the same model shall require the AC to only consider the location of the improvements upon the lot, compatibility of the model to the particular lot and proximity to the same model on other lots. Further, subject to the review set forth in this Section, 2.2, a Builder may seek pre-approval from the AC for a particular model or models.

Section 2.3 Landscape Plan and Other Site Improvements Review.

Approval shall be obtained prior to installation, modification, removal or replacement of any landscaping or any other site improvements including, but not limited to, pet enclosures, play & sports equipment, fencing, deck or patio additions, site lighting, etc. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, landscape architect, or draftsmen, but at a minimum shall be drawn to scale and shall have sufficient detail to permit a comprehensive review by the AC. The following guidelines should be utilized in preparing drawings or plans:

The drawing or plan should be done at a scale of l" = 20' or l" = 30' and should depict the property lines of the lot and the "footprint" of the home as located on the lot. Existing improvements, in addition to the home, should be shown on the drawing and identified. Such existing improvements include driveways, walkways, decks, trees, shrubs, etc.

1. All proposed plant locations, types, quantities and sizes; location of turf and other ground cover materials should be shown on the plan and labeled. The plan should exhibit grading and layout of all additional landscape improvements such as berms, walks and structures not covered under the approved Plot Plan Review.

2. Plans for any other site improvements, such as play/sports equipment, dog runs, hot tubs, trellises, retaining walls, lighting, gazebos, etc. should be shown on the plan with a description of the proposed improvement, including the materials and colors to be used. In the case of structural improvements (trellises, gazebos, etc.), an elevation drawn to scale of the proposed improvement is required.

3. In addition to lot specific landscape plans, builders may provide and receive advanced approval for lot typical plan. Due to the varied size and types of lots, a "typical plan" must cover the different conditions that will be encountered such as "Narrow front/wide rear", Wide Front/Narrow Rear", and "Corner Lots"

Section 2.4 Revisions and Additions to Approved Plans.

Any revisions and/or additions to the approved architectural or landscape plans made by either the Builder, Owner, or as required by the City of Colorado Springs, must be resubmitted for approval by the AC. The revised plans must follow the requirements outlined above. The AC will then review the plans and provide a written response no later than 30 days after the submittal.

Section 2.5 Action by the AC.

The AC will meet as needed to timely review all plans submitted for approval. The AC may require submission of additional materials and may postpone action until all required materials have been submitted. The AC will contact the applicant, in writing or by phone, if additional materials are necessary or if the AC needs additional information or has any suggestions for change. The AC will approve or disapprove the plans in writing within thirty (30) days after receipt of all materials required by the AC (unless the time is extended by agreement). If a written response by the AC is not received within the 30-day period, the application will be deemed disapproved.

Section 2.6 Certification of Accuracy.

The AC, in its sole discretion, may require the Builder to provide a Certificate of Accuracy from a registered licensed surveyor (hired by the Builder) attesting to the accuracy of the following:

1. The building foundation is located as approved (+/ - 6" tolerance) by the AC in the final approved plans.

2. The building foundation elevation is as approved (+/ - 6" tolerance) by the AC in the final approved plans.

3. The certificate must be in the form of an improvement survey showing dimensions of foundation to property lines and elevations (related to USGS datum or equivalent benchmark) of top of foundation walls. Points at which elevations are taken must be clearly identified and correlate with location of top of foundation as shown on the final approved plans.

Section 2.7 Review of Work in Progress.

The AC shall have primary authority to enforce the provisions of these Design Guidelines. The AC may review all work in progress to the extent required to ensure that the construction or

work complies with any and all approved plans and construction procedures. Absence of such reviews or notification during the construction period does not constitute either approval by the AC of work in progress or compliance with these Design Guidelines. The AC may withdraw approval of any project and require all activity at such project to be stopped if deviations from the approved plan or approved construction practices are not corrected or reconciled within ten (10) days after written notification to the Builder or Owner specifying such deviations or such longer period as the AC may specify. Any AC visits are in addition to standard inspections required by other jurisdictions throughout the construction process.

Section 2.8 Rights of Appeal.

Any Builder or Owner aggrieved by a decision of the AC may appeal the decision to the Board of the MVMD in accordance with procedures to be established by the Board. Such appeal shall be in writing and shall be filed within 30 days after the decision of the AC. If the decision of the AC is overruled by the Board on any issue or question, the prior decision of the AC shall be deemed modified to the extent specified by the Board and such decision, as so modified, shall thereafter be deemed the decision of the AC. If not appealed, or as so modified or affirmed, the decision of the AC shall be conclusive and binding on all interested parties.

Section 2.9 Effect of Governmental and Other Regulations.

Approval of plans by the AC shall not be deemed to constitute compliance with the requirements of any local, zoning, safety, health or fire codes, and it shall be the responsibility of the Builder, Owner or duly authorized representative submitting plans to assure compliance with all applicable rules and regulations. Nor shall any approval waive any requirements on the part of the Builder, Owner or their representative to comply with setbacks, height restrictions, or other requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the AC and the City of Colorado Springs, where applicable.

Section 2.10 Period of Plan Validation.

Final approval of plans is valid for twelve (12) months unless otherwise agreed to by the AC and the Builder or Owner in writing. Construction must begin within this period. If not, plans must be resubmitted for review by the AC. A submittal proposing a different dwelling for the same home site requires resubmittal of plans following the requirements as outlined above.

ARTICLE III IMPROVEMENT STANDARDS

Section 3.1 Zoning.

The Mountain Vista Community, a single-family residential area, is zoned within the City of Colorado Springs.

Section 3.2 Building Setbacks.

Building setbacks shall comply with the site -specific setbacks shown on the Development Plan for each specific filing as approved by the City of Colorado Springs. Where lot terrain dictates, the AC may consider the City of Colorado Springs setback requirement as the minimum standard for any structure. A variance to the City of Colorado Springs setbacks can only be granted by the City of Colorado Springs. A City of Colorado Springs-approved variance to the setback requirement may also require the approval of the AC.

Section 3.3 Maximum Building Coverage.

In conformance with the applicable Development Plan for Mountain Vista, the maximum coverage of the Lot by structure(s) shall comply with the City of Colorado Springs' development standards.

Section 3.4 Home Size.

The following minimum standards must be met for house size (i.e., square footage of ground floor or footprint exclusive of open porches, basements and garages)

Two story	600 square feet
Ranch	1000 square feet

Additionally, some filings may include minimum width requirements for the front elevation.

Section 3.5 Streetscape Variety.

Model Repetition: Within the development, repetition of models is permitted, subject to the requirements set forth by local municipality.

Exterior Color Repetition: Within the development, repetition of colors is permitted subject to the requirements set forth in this Section. In order to maintain architectural variety within the neighborhoods, the same body color may not be on two adjacent homes, left or right, nor may the same body color be on a home across the street if the lots overlap by more than 50%.

Section 3.6 Grading and Drainage.

All buildings must be designed to fit the finish contours of the lot without excessive grading. Where grading is necessary, cut and fill slopes should generally be kept to 3:1 with a maximum of 2:1. Retaining walls may require AC approval and should be utilized where slopes would exceed 2:1. No grading shall extend beyond existing property lines of the home site without expressed written permission of the AC and the adjacent property owner.

Section 3.7 Erosion Control.

During all site construction, techniques for controlling erosion within the home site and onto other sites shall be mandatory and strictly enforced by the AC. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable geotextiles, and slope stabilization fabrics or tackifiers.

Section 3.8 Driveways and Parking.

Driveways shall be paved. Materials and colors other than grey concrete will require AC approval before installation.

The recorded plat for some filings may restrict access from some lots onto certain specified streets. These are called "Restricted Lots". All persons or entities having any interest in any of the Restricted Lots are required to and shall arrange and maintain any drives, dwelling or other structures so that ingress and egress to and from their Lot(s) is in compliance with the restrictions shown on the recorded plat and the approved Development Plan. Extension or expansion of driveways requires AC approval. Any approved driveway expansion shall not be intended to promote the parking or storage of any vehicle off the driveway on a side yard. The AC will review requests for circular driveways on a case-by-case basis with consideration given to, but not necessarily limited to, the setback of the home from the street, and the size of the lot and distance of street frontage. On corner lots, the driveways should be set back from the corner a minimum of 30 feet from the intersection of the corner street. The width of the driveway shall not exceed 24 feet at the curb.

Section 3.9 Garage Doors.

Garage doors shall be kept closed except when being used to permit ingress and egress to or from the garage in an effort to deter unwanted neighborhood theft and maintain a pleasing appearance at the front of the residence, unless the garage is being actively attended for cleaning, etc.

Ancillary Improvement Standards

All of the following ancillary improvements require AC approval unless specifically noted otherwise:

Section 3.10 Accessory Structures.
Accessory structures such as storage sheds, gazebos, greenhouses, etc. shall be located in the rear yard or in a location not prominently visible to the street or adjacent homes and shall adhere to the standards of site development and architectural standards provided herein or otherwise by the MVMD. Carports are prohibited. Requests for approval for accessory structures will be reviewed on a case-by-case basis, taking into consideration the exterior finish, colors, lot size, square footage of the home and proposed location of the accessory structure, etc. Gazebos must be an integral part of the landscape plan. Accessory structures are limited to one story as defined by PPRBD and shall not exceed
10' without AC approval.

Section 3.11 Air Conditioning Equipment.

Ground level and window air conditioning units, including swamp coolers, must be installed on the main level of the home only, located only in a side or rear yard behind privacy fencing and must be substantially screened from adjacent properties.

Section 3.12 Awnings/Patio Covers/Shutters.

Awnings, patio covers and shutter colors must be complementary to the exterior color of the home. Patio covers must be constructed of wood or material generally complementary to the home and be similar or complimentary in color. Where utilized, support posts for patio covers must be a minimum of 4"x 4" in size. Unacceptable awning treatments include thin wood lattice, metal, plastic, and untreated or striped fabric. Awnings must be maintained in like-new condition.

Section 3.13 Exterior Lighting.

AC approval is required to change or add any exterior lighting. In reviewing lighting requests, the AC will consider the visibility, style, location and quantity of the light fixtures. Exterior lighting for security and/or other uses must be directed towards the ground and house whereby the light cone stays within the property boundaries and the light source does not cast glare onto adjacent properties.

Section 3.14 Fencing.
Interior Rear Yard Fencing

All solid rear yard fencing shall be five (5) feet tall and constructed of tan, sand or almond colored vinyl (or PVC) fencing placed without spacing.

Solid wing fencing must be set back a minimum of 5' from the front corner of the home and approximately half the distance between the front and the rear of the home. Wing fencing should match the setback of existing wing fencing on the adjacent property where feasible.
Fencing must be maintained in a like-new condition. Individual lot owners are responsible for the maintenance of their lot fencing and the inside of Community walls on their Lot.

Dog Run Fencing: The AC encourages the use of underground ("invisible") dog run fences to promote the open character of the neighborhood. The AC may allow above ground dog run fencing on a case-by-case basis. The location and size of the dog run will be determined with consideration given its impact on adjacent properties and streets. Chain link and chicken wire are expressly prohibited.

Section 3.15 Hot Tub/Jacuzzi.

Installation of hot tubs and Jacuzzis require prior AC approval. They should be designed as an integral part of the deck or patio area and must be located in the side or rear yard area. It must be installed in such a way that it is at least partially screened from adjacent properties.

Section 3.16 Painting/Repainting.

AC approval is required for all exterior painting or repainting of the home and accessory improvements, except repainting in the same colors. The submittal must contain the manufacturer's paint chips with name and code number. Approval will take into consideration, but not be limited to, the color tone and brightness, the home's architecture, stone or brick accents, roofing color, compatibility with other body/trim colors, and the colors of neighboring properties. All exterior finishes should be subdued earth tones such as gray, green, brown, muted blues or other similar colors. White, primary colors, and other bright colors shall be permitted as accent colors only. Downspouts must be painted to match the body or trim color of the home.

Section 3.17 Play and Sports Equipment.

All play structures and equipment, both permanent and portable, are required to be approved by the AC for design, size, and placement prior to installation. All play/sports equipment (i.e., trampolines, swing sets, basketball hoop and backboards, etc.) is to be placed to minimize its visual impact from adjacent properties. Play equipment should typically be located in rear yard areas and set back a minimum of ten (10) feet from property lines unless otherwise approved by the AC.

Consideration shall be given to the location of play equipment so as not to create an undue disturbance on neighboring properties. Play equipment shall be of predominantly muted, earth tone colors (brown, black, dark green) and shall not exceed eight (8) feet in height unless otherwise approved by the AC. Play equipment or items used for front or unenclosed rear or side yard play should be stored out of view when not in use. Out of view shall be defined as within the confines of the home or garage or within the confines of a fenced back yard.

Any type of play set, swing set or trampoline must be properly screened as a condition of approval in order to ensure that no unauthorized access is permitted. Properly screened shall be defined as within a completely fenced yard where the fencing is in compliance with the Association's design guidelines. Trampolines must be installed at grade level to minimize visual and auditory impact on neighboring Lots. No color, other than black or dark green shall be permitted on any play set, swing set or trampoline unless the color is screened from neighboring lots by a privacy fence around the back yard.

Requests for free standing, pole mounted backboards will be considered by the AC in the front yard along the side of the driveway only or in side and rear yards areas subject to the following considerations: Proximity to the property lines, proximity to adjoining homes, landscaping and vehicles. Portable freestanding basketball backboards are permitted only with AC approval. Unattended play equipment located in the street is subject to regulation by the City of Colorado Springs.

Basketball backboards located in front yards must be permanently mounted on a pole on the exterior side of the driveway approximately halfway between the sidewalk and the front of the residence with a minimum setback of five (5) feet from property lines.
Backboards may not be located along any sidewalk or street. Backboards attached to a residence and portable backboards are not permitted. Backboards are not permitted in side yards. Backboards located in rear yards must be set back a minimum of 10' from property lines.

Pole supports shall be black in color (or as approved by the AC on a case -by-case basis.) No radical or neon colors on backboards shall be permitted. Acceptable backboard colors are considered as white or clear for the backboard, white for the net and orange or black for the rim.

Section 3.18 Satellite Dishes/Antennae.

In compliance with the Telecommunications Act of 1996, one satellite dish/antennae may be installed on a residential lot subject to the following conditions:

1. Intent of installation shall be registered with the AC prior to installation (see Registration form in the Appendix).

2. The satellite dish/antennae measure one meter or less in diameter.

3. To the extent feasible, the satellite dish/antennae shall be placed in the rear or side yard in such a manner that it is screened from adjacent street(s) and neighboring properties.

4. The satellite dish/antennae shall be installed at the lowest possible placement, utilizing ground level sitting (unless a signal is unattainable).

Section 3.19 Screen/Security Doors and Windows.
AC approval is not required for the addition of screen doors or storm windows added to a home if the material and color matches or is similar to existing doors and windows on the home. The AC must approve security treatments (but not security systems) for doors and windows.

Section 3.20 Signs/Address Numbers.

One (1) temporary sign advertising the real property for sale which is no more than six square feet in size, the style of which is compatible with the appearance of Mountain Vista, may be installed on the Lot without AC approval. At no time may such signage be installed upon any common area or fencing.

All trade signs, which include, but are not limited to, landscaping, painting, remodeling, etc., may only be displayed while work is in progress and must be removed upon completion of the job. The AC, on a case-by-case basis, shall consider a request for placement of one additional

temporary sign due to unique circumstances. The AC must approve all other signs, including address numbers and nameplate signs. The AC, on a case-by-case basis, will consider lighted signs.

Section 3.21 Solar Equipment/Skylights.

AC approval is required for installation of all solar equipment and skylights. Solar equipment and skylights shall be incorporated into the structure and building's mass and be architecturally compatible with the residence.

Section 3.22 Swimming Pools.

Requests for swimming pools will be reviewed on a case-by-case basis by the AC with consideration given to, but not necessarily limited to, the size of the yard area, setback from impact on neighboring properties and size of pool enclosure. Recognizing the specific requirements of the City of Colorado Springs, the placement of pools on a home site shall be given careful scrutiny by the AC.

Section 3.23 Trash Receptacles.

Owners are to store their trash containers in the garage, or secured and screened behind privacy fencing, except for the day of collection services. All containers are to have attached lid and be secured to prevent them from blowing away. Recycling containers must be maintained in a likewise manner.

Section 3.24 Yard Ornaments.

Yard ornaments, including but not limited to, birdbaths, birdhouses, fountains, sculptures, statues, flags and banners, etc. require AC approval. Location of yard ornaments in the front yard is discouraged. Flagpoles shall be considered on a case by case basis. Owners may display American flags in accordance with the Federal Flag Code. Owners may not display more than one (1) political sign per ballot issue or office and not earlier than 45 days before and seven days after any election.

Architectural Standards Section

3.25 Architectural Style.

It is the intent of these standards to create an aesthetically cohesive landscape for the Mountain Vista Metropolitan District. These listed standards, implementation of standards, and review of standards are delegated to an elected Architectural Committee. The Architectural Committee is to be appointed by the Mountain Vista Metropolitan District and shall consist of at least three but no more than five individuals who are owners in the community area. The Architectural Committee can recommend design guidelines to the Mountain View Metro District Board and any plans of improvement in the Mountain Vista Community must be submitted to the Architectural Community for approval. Each approval application has 30 days once submitted to be decided on by the Architectural Committee, in

which the committee uses the design guidelines to decide upon each application without prior decisions for precedent. If approved, the improvement plan has must be commenced within six months of the approval unless otherwise stated and must be completed within 90 days unless an extension is granted by the Architectural Committee. Once the improvement plan is completed, the Architectural Committee must be notified within five days, or a withdrawal of approval could be implemented. Throughout this process the Architectural Committee has no liability for damages, negligence, nonfeasance, or failure to comply with community, city, county, or state regulations accrued by the owner.

Section 3.26 Massing.

In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the building site. The AC will encourage designs that reduce building scale and increase individuality and diversity.

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Exterior materials should be consistently used throughout the building. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element. Location, type and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. Entries should be well articulated. Covered entries and recessed openings at doors and windows are strongly encouraged. Homes situated on highly exposed sites (i.e. corner lot, double fronted lot) may require additional architectural features on the elevations that are highly visible.

Section 3.27 Architectural Detailing.

In order to add definition and break up flat planes of walls, the use of architectural elements to create shadow lines is encouraged to be incorporated in the design of the home. Architectural elements to accomplish this definition include recessed windows, deep eaves and offset wall planes window shutters, well-proportioned porches with brackets, trellises and arbors, decks, detailed fascias, belly bands, etc.

Section 3.28 Maximum Building Height.

Building height and profile should be in scale with the surrounding structures and topography. The maximum building height shall be in conformance with the City of Colorado Springs development standards.

Section 3.29 Exterior Materials.

Use of bright, unfinished, colored, and reflective or mirrored surfaces or glass is not permitted. Exposed concrete foundation walls shall be minimized by grading, retaining walls or landscaping. The maximum width of masonry or wood lap siding is nine inches (9").

Section 3.30 Roof Form & Material.

The roof form is the most prominent visual element of a home and central to define its architectural character. Therefore, the form and materials used to create a building's roof will be carefully reviewed by the AC. Styles such as gable, hip and shed roofs will generally be acceptable for residential construction, while mansard, gambrel, flat and A-frame roofs are strongly discouraged. Care must be given when combining roof forms to maintain the integrity of the architectural forms. Well -detailed fascia and eaves treatment serve to frame the roof as a strong design element. Roofing materials must be considered with respect to harmony of color and texture with other materials on the home and adjacent properties.

Concrete tile or slates and composition shingles are acceptable roofing materials.

All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. must be carefully located and finished to complement other elements of the design.
Unfinished and exposed metal detailing should be painted. When possible, flues and vents should be located out of view of the front of the home.

Section 3.31 Decks.

Decks must maintain the overall form and be a natural extension of the architecture. Deck supports must have a substantial scale that visually anchors them to the ground and should be a minimum of 4"x 4" in size.

Section 3.32 Patios, Decks and Paving Materials.

Outdoor living areas are encouraged. Patios, decks and other paving materials should be compatible and harmonious in color and texture with the structure and surrounding neighborhood and must be an integral part of the landscape architectural design.

Section 3.33 Retaining Walls.

Retaining walls may be used to accommodate or create changes in grade. Walls must be properly anchored to withstand overturning forces and should incorporate weep holes into the wall design to permit water to be released behind them. Walls should not exceed four feet in height unless specifically approved and should be located so as to not alter existing drainage patterns.

The use of rock boulders, stone, and/or masonry is required.

Section 3.34 Vegetable Gardens.

Vegetable gardens must be located in the rear or side areas of the home site so that both the garden and its accessory operating areas are substantially screened from view of adjacent homes and public areas.
Section 3.35 Landscaping.

All portions of a Lot not improved with the Home, driveway, walkways, patios or decks (referred to as the unimproved area of a Lot) shall be landscaped by the Owner; provided, however, that this obligation shall not apply to any Lots landscaped by Declarant, Builders, or their assignees. All landscaping shall be installed in accordance with landscaping plans submitted to and approved by the AC, which plans shall be drawn to scale and shall set forth the location of landscaping, type of landscape materials, and be in accord with the requirements of this section. The AC may impose a fee for review of homeowner changes, including modification to landscaping plan. The front and back yards of each Lot improved with a Home shall be fully landscaped no later than six (6) months (weather permitting) after the date of conveyance from a Builder or its assignee to an Owner.

Front Yard. It is recommended that a maximum of thirty percent (30%) of the front yard of each Lot shall be landscaped utilizing "long lived" ground cover such as bluegrass or brome fescue. Landscape rock shall be installed in the area between the sidewalk and streets. At least two (2) trees, which may be a 1 1/2- inch caliper deciduous tree or an evergreen tree of at least six (6) feet in height, must be planted in the front yard. Any lots less than 5,000 square feet or located on the corner of two streets will require only one (1) tree, which may be a 1 1/2- inch caliper deciduous tree or an evergreen tree of at least six (6) feet in height. The front yard must contain a minimum total of nine 5-gallon size bushes and eighteen 1-gallon size bushes, ornamental grasses or perennials.

The front yard of each Lot is defined as that area between the Street and a line extended from the front corners of the Home to each side Lot line. The landscaping plan shall include an adequate underground sprinkler system, which shall be installed at the time of initial landscaping.

Back Yard. The back yard of each Lot shall be landscaped with turf, landscape rock, or utilizing "long lived" ground cover such as bluegrass or brome fescue, or AC -approved artificial turf.

The quantity of rear yard bushes, ornamental grasses or perennials is at the discretion of the builder or homeowner.

The Metro District and/or the AC, if it is elected, has the right to enforce the landscape requirements and may fine Owner an amount set by the Metro District or AC, who fail to comply after thirty (30) days written notice that they are in violation of the landscape requirements. Owners may ask for a weather exemption to last no more than 6 months, if the time of year, such as winter, would not be appropriate for planting.

Section 3.36 Landscape Maintenance.
All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses and removed of trash.

Miscellaneous Other Restrictions Section

3.37 Concrete Equipment.

Concrete equipment cleaning or dumping shall be prohibited, except where provided (See Sect. 4.11)

Section 3.38 Pets.

Domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than four (4) domesticated dogs or cats (which must be fenced or restrained at all times within the Lot), will be permitted within the Property. No animal of any kind shall be permitted which, in the opinion of the AC, makes any unreasonable amount of noise or odor is a nuisance and as further outlined in the MVMD.

Section 3.39 Animals.

No animals shall be kept, bred, or maintained within the Property for any commercial purposes. Pets are not to be allowed to run freely throughout the community, whether unattended or under the direct control of its owner. When off an Owner's Lot, all Pets must be leashed with the leash in the hands of a responsible individual. In accordance with City code, animals must be kept under control for their own protection and to preserve the public's health and safety. Dogs, cats, and other animals found off the owner's or keeper's property are called strays and may be impounded. The owner or keeper may also be fined pursuant to City code and the Association's Covenants.

Section 3.40 Pet Noise.

Incessant barking can be very disturbing to the peace and quiet of a neighborhood. In addition, it is a violation of City code to harbor such a disturbance. City code states it shall be unlawful for any person to own or keep any pet which by barking, howling, yelping, crying, or other utterance disturbs the peace and quiet of the neighborhood. If such barking occurs, residents are encouraged to contact the City of Colorado Springs for enforcement of the City's code.

Section 3.41 Pet Waste.

Pet owners are expected to pick up and properly dispose of any feces deposited by their dogs within the Community Area. An additional assessment of $20.00 may be imposed for each failure of a member (or any of their family, guests, or invitees) to pick up and properly dispose of any feces left in the Community Area by any dog owned by them or under their control. This assessment is intended to defray the actual cost incurred by the Association in removing dog feces from the Community Area and to repair damaged caused to landscaping, etc.

Section 3.42 Subdividing of Lots.

No lot may be subdivided into two or more lots.

Section 3.43 Maintenance Equipment.

All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

Section 3.44 Structure Encroachments.

Encroachments of structures or any other item onto an Association Property will not be allowed.

Section 3.45 Encroachments.

Encroachments onto Association Properties will not be allowed.

ARTICLE IV
CONSTRUCTION PERIOD REGULATIONS

In the interest of all Builders and Owners, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction documents contract for each residence, and all Builders and Owners shall abide by these regulations.

Section 4.1 OSHA.

All applicable OSHA regulations and guidelines must be strictly observed at all times.

Section 4.2 Construction Hours.

Construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

Section 4.3 Construction Access.

Declarant or the AC may designate specific access points for exclusive and limited use by construction vehicles.

Section 4.4 Excavation.

Excess excavation material shall be removed from the property and shall not be placed in common areas or on roads. Excavation, except for utility trenching, shall be on the Owner's home site only. Contractors are prohibited from spreading excess debris or material over the remainder of the home site, roadway, other property, or any other home site without approval. Extreme care shall be taken by Builders and Owners to protect and preserve existing vegetation and other natural features on their lots.

Section 4.5 Debris and Trash Removal.

Regular cleanup of the construction home site is mandatory. All trash and debris shall be stored in a commercial trash container and shall be removed from the trash disposal area on a weekly basis or when full. All soil and debris flowing into the street(s) or open spaces from the construction home site shall be cleaned as needed. All trash must be disposed of off home site on a weekly basis. A fine may be imposed by the AC for noncompliance with these requirements.

Section 4.6 Vehicles and Parking.

All vehicles must be parked so as not to inhibit traffic or damage surrounding natural landscape. Construction worker vehicles and/or equipment shall not be left on community roads overnight. The AC may designate, at time of plan review or during construction, specific areas for parking of construction workers vehicles and/or equipment.

Section 4.7 Pets on Construction Sites.

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction site.

Section 4.8 Blasting.

If any blasting is to occur, the contractor shall be responsible for informing all resident in the proximity of the blasting home site.

Section 4.9 Restoration and Repair.

Damage to any property other than the Lot Owner's shall be promptly repaired at the expense of the person or entity causing the damage.

Section 4.10 Dust, Noise and Odor.

Every effort shall be made to control dust, noise (including the personal use of radios, CD and tape players), and odor emitted from a construction area. The contractor will be responsible for watering, screening or oiling dust problem areas as well as controlling noise and offensive odors from the home site.

Section 4.11 Prohibited Uses and Activities.

The following items are prohibited in this community:

1. Concrete equipment cleaning or concrete dumping shall be confined to the home site and shall be removed prior to completion of home or a designated wash out area.

2. Removing any rocks, trees, plants, or topsoil from any portion of the property.

3. Careless use of cigarettes or flammable items.

4. Driving across any open space or non-designated construction areas.

(5)

WALKER SCHOOLER
DISTRICT MANAGERS

Mountain Vista Architectural Submission/ Application Form

Home Owner (applicant): _____ Account #: _____

Property Address: _____ Zip: _____

Tenant/ Renter (if applicable): _____ Other Home Owner (if applicable): _____

Home Owner Contact Information:

Day Time Phone: _____ Night Time Phone: _____

Mailing Address (if different than property address): _____

State: _____ City: _____ Zip: _____

Email address: _____

Tenant Contact Information (if applicable):

Day Time Phone: _____ Night Time Phone: _____

Email address: _____

Contractor Information:

Contractor Name/ Company: _____

Contractor Phone: _____ Contractor Email: _____

Project Start Date: ___/___/_____ Project End Date: ___/___/_____ **Modification or Addition Requesting (check all that apply):**

- ☐ Detached Structure/ Building
- ☐ Paint
- ☐ Satellite Dish
- ☐ Landscaping
- ☐ Pool/ Spa
- ☐ Fence
- ☐ Play Equipment
- ☐ Solar Panels
- ☐ Ornamentation
- ☐ Shed
- ☐ New Construction
- ☐ Retaining Wall
- ☐ Exterior Modification
- ☐ Patio/ Arbor/ Deck Other: _____

Legal Description of Modification:

_____

_____

_____

_____

Make sure you have attached/ included all of the following information:

- A completed Submission Form (including **signature below the Owner Acknowledgement notice on next page)**
- A description of the project, including; height, width, depth, materials, colors, etc.
- A complete materials list of the project, including; paint samples and/or stain color
- A picture or drawing of the intended/ existing project (sketches, clippings, catalog illustrations and other data or links to websites)
- A site plan showing the location of the house along with any other structures on your lot and the proposed structure (including dimensions from the property line or other structures)

Please send your request to:

Mountain Vista Metropolitan District
C/o Walker Schooler District Managers
614 North Tejon St
Colorado Springs, CO 80903

Phone: (719) 447-1777
Website: **
Email: kevin.w@wsdistricts.co

****For Office/ Committee Use Only:**

Date submission received: ___/___/_____ Committee Approval/ Denial Date: ___/___/_____

☐ APPROVED ☐ APPROVED W/ STIPULATIONS ☐ DENIED ☐ DENIED – INSUFFICIENT INFORMATION

Stipulations/ Comments/ Suggestions:

Authorized By:

_____

_____

_____

_____

_____

_____

Owners Acknowledgements:

I understand:

- That no work on this request shall commence until I have received approval of the Architectural Control Committee (ACC)
- Any construction or alteration to the subject property prior to approval of the Architectural Control Committee is strictly prohibited. If I have commenced or completed any construction or alteration to the subject property and any part of this application is disapproved, I may be required to return the subject property to its original condition at MY OWN EXPENSE. If I refuse to do so and the District incurs any legal fees related to my construction and/or application, I will reimburse the District for all such legal expenses incurred.
- That any approval is contingent upon construction or alterations being completed in a neat and orderly manner

- That there are architectural requirements covered by the Covenants and a board review process as established by the Board of Directors
- All proposed improvements to the property must comply with city, county, state and local codes. I understand that applications for all required building permits are my responsibility. Nothing herein shall be construed as a waiver of modification of any codes. My signature indicates that these standards are met to the best of my knowledge.
- That any variation from the original application must be resubmitted for approval
- That if approved, said alteration must be maintained per the Declaration of Covenants, Conditions and Restrictions for the Mountain Vista Community.
- This alteration will not detrimentally affect the proper drainage of any common areas or surrounding lots. I will be responsible at my expense to correct any drainage problems to such areas that may occur because of this work or alteration.
- *The Builder/Applicant acknowledges and agrees that the Committee and Association assume no liability resulting from the approval or disapproval of any plans submitted. The Committee and the Association assume no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all governing authority requirements. The Committee's review, comments, and/or approvals do not relieve the Builder/Applicant of their responsibility and obligation to comply with the Master Declaration, Master Design Guidelines, or Subdivision Guidelines as applicable. The Builder/Applicant agrees to grant the Association accesses to property at any reasonable hour to inspect for compliance issues.*
- *It is the duty of the owner and the contractor employed by the owner to determine that the proposed improvement is structurally, mechanically and otherwise safe and that it is designed and constructed in compliance with applicable building codes, fire codes, other laws or regulations and sound practices. Your association, the ACC Committee and any employee or member thereof, shall not be liable in damages or otherwise because of the approval or non-approval of any improvement.*

I certify that the above information is an accurate representation of the proposed improvements and that the work will conform to applicable codes, covenants and standards. I also certify that the improvements will be completed in accordance with the approved application. I understand that construction is not to begin until approval has been received from the Architectural Control Committee. The Architectural Control Committee has permission to enter the property to make inspections, as they deem necessary.

Owner/Applicant Signature: _____ **Date:** ___/___/_____

Co-Owner/Applicant Signature: _____ **Date:** ___/___/_____

<u>Informational Addendum:</u>

REVIEW PROCESS – Your association's governing documents stipulate the amount of time the ACC may take to render a decision. However, the ACC will make every reasonable effort to expedite the review process. Applications will be reviewed during the timeframe for completeness and the ACC may request additional information to help clarify your proposal.

APPLICATION – The application must be accompanied with necessary documents, photos, drawings, brochures, and information necessary to present to the ACC. Property owners must sign the application. Contractor's signatures for property owners will not be accepted. Modifications are not permitted to commence until the modification has been reviewed and approved by the ACC.

NOTIFICATION - All owners will be notified in writing by mail (USPS) once the request has been approved or denied.

APPEALS – If your association allows appeals of an ACC Committee decision, requests must be based on the association documents and timeframes stated by the documents.
Insert WSDM form in use

LANDSCAPE PLAN CHECKLIST:

_____ **Landscape Plan at 1'=20' or 1'=30' scale**

_____ Lot lines, setbacks, easements, no-build areas

_____ Building location, driveway, walks, patios, decks, stairs

_____ Lawn or turf (type and location)

_____ Proposed trees (types, sizes and locations)

_____ Proposed shrubs and live groundcover (types, sizes, quantity and locations)

_____ Mulch (type, size and location)

_____ Retaining walls (height, material and location)

_____ Berms or any other grade alterations

ANCILLARY IMPROVEMENTS CHECKLIST:

_____ Privacy fencing (height, material and location)

_____ Dog run / Dog house (size, materials and location)

_____ Play equipment (type, material, color and location)

_____ Sports equipment (type and location)

_____ Accessory Structures – gazebo, storage shed, hot tub, etc. (elevation, size and location)

_____ Exterior lighting (type, size and location)

_____ Other (specify)

ARTICLE V
Establishment of Schedule for Fines, Penalties and Charges

Section 5.1 – Establishment of Fines, Penalties and Charges

To facilitate compliance with the Declaration and these Design Guidelines, the AC establishes the following list of Fines, Penalties and Charges that they may apply and collect to Owners who are in violation of the Declaration and Design Guidelines:

CCR / DG Code Section	Violation	Fee
DG 4.4	Excavation	$20/ week until resolved
DG 4.2	Construction Hours 7am - 7pm	$10/ incident
DG 3.41	Pet Waste	$20/ incident
CCR 4.10 / DG 3.39	Leashed Pets	$20/ incident
CCR 4.06	Nuisance	$50/ Month until resolved
CCR 4.05	Trash Receptacles/ Refuse	$5/ Day until resolved
DG 2.2	Unapproved Architectural Projects	$50/ Month until resolved
CCR 4.01, 4.08 / DG 3.36	Landscape Maintenance	$10/ Week until resolved
CCR 4.07	Lights, Sounds, and Odors	$20/ Month until resolved
CCR 4.11 / DG 4.6	Vehicles	$20/ week until resolved
CCR 4.12	Signs	$10/ Month until resolved

Section 5.2 – Update and Publication

The Ac may from time to time update, modify, change, add to, or eliminate this list and will publish and advertise this list for general distribution to all Owners.

DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE

MOUNTAIN VISTA COMMUNITY

IN COLORADO SPRINGS, CO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN VISTA COMMUNITY

This Declaration of covenants, conditions and restrictions of Mountain Vista ("Declaration") is made as of February 15, 2019 by Challenger Communities, LLC, a Colorado limited liability company ("Declarant")

BACKGROUND AND PURPOSE

This Declaration is executed and recorded (a) in furtherance of a common and general plan for those parcels of land described in Exhibit A attached hereto (the initial "Community Area") and all other real property subsequently included within the Community Area; [b) to protect and enhance the quality, value, desirability and attractiveness of all property within the Community Area; and (c) to define duties, powers and rights of the Declarant and owners of property within the Community Area.

The Community Area is known as Mountain Vista, a residential development in the City of Colorado Springs, El Paso County, Colorado.

DECLARATION

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby declares that the Community Area is and shall henceforth be owned, held, encumbered, leased, improved, used, occupied, enjoyed and conveyed subject to the following uniform covenants, conditions and restrictions in furtherance of a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Community Area, and to enhance the value, desirability and attractiveness of this development. This Declaration is intended to and shall run with the land and shall be binding on all persons having or acquiring any interest in the Community Area or any part thereof; shall inure to the benefit of and be binding upon every part of the Community Area and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Declarant, its successors in interest, each Owner and such Owner's successors in interest.

Article I. DEFINITIONS

Section 1.01 The following words and phrases when used herein shall have the meanings hereinafter specified.

Section 1.02 Architectural Committee (AC) shall mean the committee created pursuant to Article 5.

Section 1.03 Community Documents shall mean this Declaration and any amendments thereto; Plats; Design Guidelines; and Rules and Regulations.

Section 1.04 Builder shall mean any Person purchasing a Lot for constructing a Home to be sold to an Owner, or any Person hired by an Owner to construct a Home on the Owner's Lot.

Section 1.05 Community Area shall initially mean the real property described Exhibit A attached hereto and all real property that Declarant makes subject to this Declaration in the future pursuant to a document recorded in the records of El Paso County, Colorado.

Section 1.06 Declarant shall mean Challenger Communities, LLC, a Colorado limited liability company and a person or entity to which Declarant, specifically assigns all or a portion of its rights or obligations as Declarant under this Declaration by written document recorded in the records of El Paso County, Colorado, and its successors and assigns. A successor to Challenger Communities, LLC, by consolidation or merger shall automatically be deemed a successor or assign of Challenger Communities, LLC, as Declarant under this Declaration.

Section 1.07 Design Guidelines shall mean the architectural, construction, structural and/or aesthetic criteria, rules or standards, if any, established by the Architectural Committee and adopted by the Mountain Vista Metropolitan District from time to time that will apply to Improvements within all or specified portions of the Community Area.

Section 1.08 Expansion Area is that area listed on Exhibit B which may be added to this Declaration.

Section 1.09 Home shall mean an Improvement on a lot that is intended to be used for residential occupancy.

Section 1.10 Improvement shall mean anything which alters the previously existing exterior appearance of any land, all structures and appurtenances thereto including, but not limited to, Homes, buildings, outbuildings, patios, swimming pools, garages, doghouses, pet enclosures, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, tanks, pipes, lines, meters, towers and other facilities used in connect ion with water, sewer, gas, electric, telephone, radio, television (including cable or satellite systems), or other utilities.

Section 1.11 Landscape shall mean the treatment of ground surface with live plant materials or decorative surfacing materials approved by the Architectural Committee and shall include related irrigation or watering systems.

Section 1.12 Lot shall mean a parcel of land designated as a lot, a separate parcel of land, improved or unimproved, in a recorded Plat within the Community Area, together with all appurtenances and Improvements associated therewith, now existing or subsequently created.

Section 1.13 Mountain Vista Metropolitan shall mean that Title 32 Special District established by court order in accordance with the Service Plan dated July 12, 2006 as it has or will be amended and adopted by the City of Colorado Springs.

Section 1.14 Owner shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Lot.

Section 1.15 Period of Declarant Control shall mean the first to occur of: i) a period of twenty (20) years commencing on the date of recordation of this Declaration; ii) the date when Declarant no longer owns any real property within the Community Area; or iii) the date when Declarant records a document terminating the Period of Declarant Control in the records of El Paso County, Colorado.

Section 1.16 Person shall mean a natural individual, trust or legal entity with the legal right to hold title to real property.

Section 1.17 Pet shall mean and include any dogs, cats, birds, reptiles, or other household animals as may be further defined in or supplemented by the Rules and Regulations.

Section 1.18 Plans shall mean all documents designed to guide or control an Improvement or other proposals in question, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utilities services and all other documentation or information relevant to the Improvement or proposal in question.

Section 1.19 Plat shall mean a governmentally approved and recorded map of land that is part of the Community Area. All such Plats are incorporated herein by reference and include a part hereof as though attached as an Exhibit.

Section 1.20 Rebuilding or Restoration means restoring an Improvement to substantially the same condition it was prior to damage, and with the same boundaries as before.

Section 1.21 Rules and Regulations shall mean those written instruments, however identified, if any, adopted by the Board as provided in Section 6.07(d) of this Declaration, for the regulation and management of the community, and as the same may be amended from time to time.

Article II. DEVELOPMENT AND EXPANSION

Section 2.01 Subdivision and Development by Declarant. All lands and Improvements contained within the Community Area shall be subject to this Declaration. Declarant shall, however, have absolute and complete discretion with respect to the designation of Lots and the way the planning and build-out of the Mountain Vista development is to progress.

Section 2.02 Expansion. During the Period of Declarant Control, Declarant may, at any time and from time to time, add to the real property which is the subject of this Declaration and which becomes a part of the Community Area. Such land need not be contiguous to land already subject to this Declaration and may include single family residential development on lots that are configured differently from the Lots in the initial phase and which may be subject to additional

covenant, rules, restrictions and assessments. Additional real property described in a recorded document that incorporates this Declaration, including any amendments to this Declaration specific to the additional real property, will become part of the Community Area, and subject to this Declaration. Expansion of the Community Area is not necessarily limited to the currently designated Expansion Area.

Section 2.03 Withdrawal. Declarant reserves the right to withdraw any real property within the Community Area, including without limitation, all or any portion of the Expansion Area, from the jurisdiction of this Declaration, if consent is obtained from the owner of the real property to be withdrawn.

Article 111. COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY

Section 3.01 All real property within the Community Area shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the limitations contained in this Article. These covenants are adopted to preserve the desirability, attractiveness and value of property in the Community Area, and to assure the continuing quality and maintenance of common areas and facilities that benefit the residents of the Community Area. The following restrictions and conditions shall apply to all land that is now or may hereafter be subject to this Declaration.

Section 3.02 General. All Homes, buildings and structures of any kind shall be constructed, installed and maintained in compliance with City of Colorado Springs, Colorado standards, ordinances, rules and regulations after obtaining all required permits and licenses, and in accordance with Design Guidelines, as those may be amended from time to time. Except as otherwise provided for herein, all Lots shall be used only for residential purposes and ancillary uses thereto.

Section 3.03 Improvements. All Improvements placed on a Lot shall be subject to prior approval in writing by the Architectural Committee, as further defined in Article 5 of this Declaration.

Section 3.04 Construction.

(a) Construction Type. All construction shall be new. Any building previously used at another location or any building or Improvement originally constructed as a mobile dwelling may not be moved onto a Lot except as expressly provided in Section 3.07 for temporary construction, sales or administration buildings or as approved by the Architectural Committee.

(b) Minimum Home Size. The minimum ground floor or footprint area of a Home, exclusive of open porches, basements and garages, shall be 1,000 square feet for a one-story dwelling, and 600 square feet for a dwelling of more than one story.

(c) Storage. Building materials may not be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement, unless such building materials are stored in an enclosed area and fully screened; except that Declarant and Builders,

with the prior written approval of Declarant, may store building materials, supplies and equipment on their own land in the Community Area.

(d) Construction Rules and Regulations. During the period of construction of a Home, building or other Improvement on a Lot, the Owner of the Lot or the Builder shall comply with all construction rules and regulations which Declarant or the Architectural Committee may establish from time to time.

(e) Construction Completion. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. The exterior of all Homes, buildings or Improvements must be completed within ten (10) months after the commencement of construction, or such other time as the Architectural Committee deems reasonable under the circumstances due to the nature of the project or other factors. "Commencement of Construction" for a Home or building is defined as the obtaining of necessary building permits and the excavation of earth for a foundation and shall be defined as the undertaking of any visible exterior work, for all other Improvements. If construction is not completed within the above time periods or such later time as approved by the Architectural Committee, the Architectural Committee may take further action as provided for in this Declaration.

(f) Occupancy. Any Home or building constructed on a Lot shall not be occupied during original construction until the applicable building authority authorizes such occupancy.

(g) Landscaping. Within six (6) months after occupancy of a Home on a Lot, all Landscaping shown on a landscaping plan approved by the Architectural Committee must be properly installed unless extensions to this deadline are granted based on weather conditions.

(h) Fences or Walls. Fences or Walls must be constructed in compliance with the Design Guidelines.

(i) Construction of Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained by a Builder with the permission of the Architectural Committee. Model homes may be used and exhibited by a Builder with the permission of the Architectural Committee. Temporary buildings shall be promptly removed when they cease to be used for construction or sales purposes.

U) Utilities. All utilities serving a Lot will be placed underground. Declarant reserves the right to locate main transmission lines above ground if determined to be advisable. The Architectural Committee may grant approval for temporary above ground utility service during construction.

Section 3.05 Mining and Drilling. No portion of the Community Area may be used for mining, quarrying, drilling, boring or exploring or for removing oil, gas or other hydrocarbons, water, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. Excavations and earthwork related to the drilling of wells and the construction of Improvements within the Community Area will not be deemed a violation of this Section. Any of the activities permitted under this Section shall be conducted in such a manner as to cause subsidence on adjacent portions of the Community Area or as to interfere with Improvements previously constructed on portions of the Community Area adjacent to such activities.

Section 3.06 Rebuilding or Restoration. If any Improvement is destroyed in whole or in part, it must be rebuilt, or all debris must be removed, and the Lot restored to a safe and attractive condition. Such rebuilding or restoration must be commenced within thirty (30) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred or such longer period as may be approved by the Architectural Committee. If restoration or rebuilding is not completed within the above time periods or such later time approved by the Architectural Committee, or if the restoration or rebuilding shall cease for a period of twenty (20) consecutive days without permission of the Architectural Committee, the Architectural Committee may give written notice to the Owner that unless the restoration is diligently pursued within the ten (10) days following notice, the Improvement will be declared a nuisance and the Association shall have the right to enter on the Lot and remove, rebuild or restore the Improvements at the Owner's expense, or take such other action pursuant to this Declaration or the Community Documents.

Section 3.07 Declarant Exemption. During the Period of Declarant Control, this Declaration will not prevent or limit the right of Declarant to construct any and all types of Improvements or to construct and maintain model homes, sales offices, management offices and similar facilities; to post signs incidental to construction, sales and leasing within the Community Area; and to store construct ion materials, supplies and equipment on land controlled by Declarant, or to grant similar rights described in this Section 3.07 to a Builder,

Article IV. LIVING ENVIRONMENT STANDARDS

Section 4.01 Building and Grounds Maintenance. The exterior of all Improvements and grounds of a Lot must be maintained by the Owner in a state of good condition and repair. Such obligation includes, but is not limited to, maintaining the exterior materials and finishes of the Improvements, fencing, Landscaping, drainage areas, driveways and sidewalks. Irrigation of Landscaping will follow any applicable City of Colorado Springs watering ordinance. If an Owner fails to maintain the Improvements, written notice may be given to the Owner that, unless the required maintenance is diligently pursued within the ten (10) days following such notice, the property will be declared a nuisance.

Section 4.02 Garage Doors. Owners should keep their garage doors closed except when being used for ingress and egress to or from the garage or when the garage is being actively attended for cleaning, etc.

Section 4.03 Outside Storage. Equipment, tools and other items should be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets. A shed used for outside storage must be placed in the rear yard and not be closer to any public or private street than the home or neighboring home.

Section 4.04 Carports, Patio Covers, Outdoor Clotheslines, Swing sets and Other Similar Structures. These structures or other similar facilities may only be installed on a Lot in accordance with the Design Guidelines or as approved by the Architectural Committee.

Section 4.05 Refuse. Unsightly objects or materials, including but not limited to ashes, trash, garbage, grass or shrub clippings, scrap material or other refuse, or containers for such items, must not be stored, accumulated or deposited outside or to be visible from any neighboring property or adjoining street, except during hours of refuse collection.

Section 4.06 Nuisances. Noxious, hazardous or offensive activity must not be carried in or upon any Lot, Home or Improvement, nor may anything be done on a Lot tending to cause unreasonable embarrassment, discomfort, annoyance, nuisance or disturbance to any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot, Home or Improvement or any portion of the Community Area.

Section 4.07 Lights, Sounds, and Odors. Lights that are unreasonably bright or cause unreasonable glare and sounds or odors that are noxious or offensive to others are not permitted to emanate from any Lot.

Section 4.08 Weeds. The entire area of every Lot on which no Improvement has been constructed must be kept free from plants and weeds infected with noxious insects or plant diseases and from weeds which, in the reasonable opinion of the Board or the Architectural Committee, constitute a nuisance or are likely to cause the spread of infection or weeds to neighboring property, and free from brush or other growth which creates an undue danger of fire.

Section 4.09 Grading Patterns. Material changes shall not be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading without the prior approval of the Architectural Committee. Grading shall always be maintained to conduct irrigation and surface waters away from buildings and to protect foundations and footings from excess moisture. In the event it is necessary or desirable to change the established drainage over any Lot then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Review Committee for its review and recommendation to the Board, by which such plan is to be approved in accordance with Article 5 herein.

Section 4.10 Animals. No animals or livestock of any kind shall be raised, bred or kept upon any Lot. So long as allowed by applicable county or other governmental regulations, chickens may be kept or raised on a Lot, but Roosters are not allowed. Pets may be kept in reasonable number as determined by the Board, provided that the number of Pets kept on a Lot shall not exceed four (4) animals. No animal of any kind shall be permitted which, in the opinion of the Board, makes an unreasonable amount of noise or odor or is otherwise a nuisance. All animals must be physically leashed with the leash in the hands of a responsible individual when animals are not on the Owner's Lot. No animals may be kept, bred or maintained on a Lot for any commercial purpose. The Owner of a Lot upon which an animal is kept is responsible for payment of any and all damage caused to the property of others. Owners are responsible for cleaning up after their pets.

Section 4.11 Vehicles.

(a) Parking. A boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle (including any vehicle with signage and/or ladder racks), mobile home, motor homes, any towed

trailer unit, motorcycle, all-terrain vehicle, recreational vehicle or truck shall not be parked on any street or within any Lot except within a completely enclosed Improvement for longer than 72 hours unless approved by the Architectural Committee and in compliance with the Design Guidelines.

(b) Vehicle Repairs. The maintenance, servicing, repair, dismantling, sanding or repairing of any type of vehicle, boat, machine, apparatus, trailer, equipment or device should be done in a manner that limits the sight and sound of the activity from adjoining streets and from neighboring property.

(c) Abandoned or Inoperable Vehicles and Equipment. Any type of stripped down, partially wrecked, abandoned, unlicensed, inoperable or other similar vehicle boat, machine, apparatus, trailer, equipment or device, or any sizeable part thereof which has not been driven under its own propulsion for a period of 72 hours or longer, shall not be permitted to be placed anywhere within the Community Area except within a completely enclosed Improvement..

Section 4.12 Signs. Any sign, poster, billboard, advertising device or display of any kind shall be erected or maintained on a Lot unless in compliance with the Design Guidelines. One professionally lettered "For Sign" or "For Rent" sign not more than five (5) square feet and one professionally lettered security or alarm sign not exceeding one (1) square foot shall be displayed on a Lot.

Section 4.13 Outdoor Burning. Outside burning of leaves, trash, garbage or household refuse is not permitted. Fires in barbecues and outside fireplaces contained within facilities or receptacles intended for such purpose will be allowed, and any outside facilities intended for use as a fireplace or to contain fires will follow Design Guidelines or otherwise approved by the Architectural Committee. An Owner must not permit any condition on a Lot that creates a fire hazard or is in violation of fire prevention regulations adopted by the City of Colorado Springs or any governmental authority having jurisdiction and control over outside burning. If any ban on outdoor fires is at any time imposed by the City or other governmental authority, such ban shall be observed within the Community Area.

Section 4.14 Temporary Buildings. A temporary house, trailer, tent, garage or other outbuilding will not be placed or erected on a Lot or used as a residence. The Architectural Committee may grant permission for the placement of a temporary structure for storage of materials during construction on a Lot.

Section 4.15 Solar Energy Devices. All solar energy devices must be aesthetically integrated into the Home or building they serve or adequately screened from the view of neighbors and adjacent streets and must be approved in advance by the Architectural Committee.

Section 4.16 Manufacturing or Commercial Enterprise. No manufacturing or commercial enterprise or other activity conducted for gain may be conducted or maintained upon, in front of, or in connection with any Lot. A home office may be maintained on a Lot if it follows all applicable City of Colorado Springs laws and ordinances and does not create a change in regular residential traffic and parking practices.

Section 4.17 Subdivision of Lots. No Lot may be subdivided or further divided by an Owner other than Declarant.

Section 4.18 Antennas, Roof Projections, Satellite Dishes. Except as provided below in this Section, no aerial, antenna or other device for reception of radio or television or other electronic signals may be maintained on the roof of any building, nor will such structure be mounted at any location to be visible from neighboring properties or adjacent streets. Plans for structures, other than FCC Structures (as defined below) must be approved by the Architectural Committee prior to installation. An "FCC Structure" is defined as an antenna that is (i) designed to receive direct broadcast satellite service that is one meter or less in diameter, (ii) designed to receive video programming services via multiple distribution services that is one meter or less in diameter or diagonal measurement, or (iii) that is designed to receive television broadcast signals, as defined by the Federal Communications Commission or the Telecommunications Act of 1996, as amended. An FCC Structure will be permitted so long as the means, method and location of such structure comply with the Design Guidelines or as approved by the Architectural Committee.

Section 4.19 Use/Occupancy. All Lots shall only be used for those uses and/or purposes as allowed by the local zoning control and regulation and permitted by this Declaration. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupation shall be allowed so long as the home occupations are incidental and secondary to the use of the Lots and do not change the residential character thereof, comply with local zoning ordinances and regulations and comply with this Declaration. Uses which have the following characteristics are not permitted: i) manufacturing or fabrication of any kind; ii) storage of hazardous materials; iii) increased traffic or parked vehicles beyond that which is customary and reasonable to a residential dwelling use, as determined in the sole discretion of the Board; iv) permanent or long term parking of heavy equipment, including semi-trailers; v) the use or rental of any structure of a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar, or other commercial purpose.

Section 4.20 No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any lot or Community Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot. No open fires shall be permitted on any Lot except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of embers unless otherwise prohibited by governmental regulations. No Owner shall permit any condition on his Lot which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 4.21 Compliance with Governing Documents and Other Laws. Each Owner shall strictly comply with the provisions of this Declaration and all valid laws and regulations of all governmental bodies having jurisdiction over the lot or Community Area or any portion thereof.

Section 4.22 Metropolitan District. The Owners recognize and understand that the Community Area is within the boundaries of the Mountain Vista Metropolitan District which supplies various municipal services to the properties within the District and that the Owners' Lots are subject to the

ordinances, regulations, various fees and charges, and mill levies now in force or which might be adopted by the District.

Section 4.23 Management and Care of Common Areas within the Community Area. The Declarant will maintain, operate and repair all Common Areas and tracts keep the same in an attractive and desirable condition for the use and enjoyment of the Owners until the earlier of (a) the end of the Declarant Control Period or (b) thirty (30) days after the applicable Metropolitan District has accepted in writing, any completed common area and/or tracts, or portions thereof, at which time the maintenance responsibilities for any such accepted Common Areas and/or tracts will become the responsibility of the applicable Metropolitan District. The Common Areas and tracts may be completed and accepted by the Metropolitan District in stages and at different times. The Declarant will coordinate its maintenance responsibilities with the Mountain Vista Metropolitan District or its successor and will not maintain or improve any portion of the Community Area maintained or improved by the District. Owners will be responsible for the maintenance of areas of landscaping in the City ROW in the same manner as their adjacent properties.

Section 4.24 Provision of Special Services. The Mountain Vista Metropolitan District or its successor will have the power to provide special services to Owners. Without limiting the foregoing, the Mountain Vista Metropolitan District or its successor shall have the power to select and enter into a contract with one service provider to provide trash removal services for the Community Area. Any services provided under this Section shall be provided pursuant to a written agreement. Any fees for such services will be payable to the Mountain Vista Metropolitan District or its successor by any means allowed by this Declaration or other applicable laws.

Section 4.25 Community Center and Pool. In the event a community center and/or pool shall be built in the Community Area or Expansion Area, such facilities may be available for use by the public for a fee. There will be the option to charge a usage fee and different membership and daily use rates for in- district and out-of-district persons. After the completion of any such community center and/or pool and acceptance of same by the Mountain Vista Metropolitan District or its successor, such Metropolitan District shall have the ability to run such facilities, collect applicable fees or hire a manager or other third party to manage and maintain the same.

Article V. ARCHITECTURAL REVIEW

Section 5.01 Architectural Committee. During the Period of Declarant's Control, or until such earlier time as Declarant elects to assign to any applicable Metropolitan District the right to appoint the Architectural Committee, the Declarant shall appoint the Architectural Committee. The Architectural Committee will initially consist of two to three members. After the right to appoint the Architectural Committee has been transferred to the Mountain Vista Metropolitan District or any other applicable Metropolitan District in existence at such time, the Architectural

Committee shall consist of at least three and not more than five individuals, all of whom shall be owners in the Community Area.

Section 5.03 Design Guidelines. The Mountain Vista Metropolitan District Board may from time to time, upon review and recommendation by the Architectural Committee, adopt Design Guidelines applicable to Improvements within the Community Area. The Mountain Vista Metropolitan District Board shall have the right to modify or supplement the Design Guidelines from time to time in its sole discretion; provided, however, that no modification to the Design Guidelines may result in a provision that conflicts with this Declaration. The Mountain Vista Metropolitan District Board may create a nonprofit corporation, subcommittee or other structure made up of Owners in the Community and assign all their responsibilities for enforcement of the provisions of this document to that entity.

Section 5.04 Approval Required. Except for Declarant's exemption as provided for in Section 3.07, an Improvement shall not be placed, erected, installed or permitted to exist on any Lot, the exterior of any existing Improvements shall not be painted, changed or altered, and construction shall not be commenced on any Improvements, unless and until the Plans for such Improvement have been submitted to and approved in writing by the Architectural Committee. Improvements installed or constructed prior to Architectural Committee written approval, or not installed or constructed in compliance with the approved Plans, shall be deemed to be in non-compliance and may be subject to enforcement action as set forth herein.

Section 5.05 Submittal of Plans. The requirements for submittal of Plans to the Architectural Committee shall be set forth in the Design Guidelines.

Section 5.06 Approval Process. All action required or permitted to be taken by the Architectural Committee must be stated in writing, and any such written statement must establish the action of the Architectural Committee. The Architectural Committee will approve or disapprove Plans within thirty (30)) days following submission of a complete set of Plans. If the Architectural Committee does not act within thirty (30) days following submission, the Plans shall be deemed disapproved. The Architectural committee may charge reasonable fees to cover expenses incurred in the professional review of Plans. The Architectural Committee will retain one copy of all approved Plans as part of its records and written records of all actions taken by it that will be available to Owners for inspection at reasonable business hours. Approval of any Plans will automatically expire one year after approval if construction is not commenced within such one-year period, and if approval so expires, the applicant must submit a new request for approval. Once construction is commenced, the Owner shall have one year from the date of issuance of a building permit to complete construction.

Section 5.07 Approval Standards. In granting or withholding approval of matters submitted to it, the Architectural Committee shall consider the specific standards and specifications set forth in any Design Guidelines then in effect and any other matter whether objective or subjective, that the Architectural Committee feels is relevant to the issue presented. the Architectural Committee shall have the right to disapprove any Plans or details submitted to it if it determines, in its sole discretion, that the proposed Improvement is not consistent with the Design Guidelines or any

provision of this Declaration; if the Plans submitted are incomplete; or if the Architectural Committee deems the Plans or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the Community Area, the Association or the Owners. If the Architectural Committee believes there may be questions of structural integrity, it may, as part of the review process, require certification of the final plans and specification by a professional architect or engineer licensed in Colorado. Most of the Architectural Committee members attending a meeting in which Plans are approved shall constitute a quorum, and a majority vote of the quorum of the Architectural Committee members present shall constitute action of the Architectural Committee. Owners acknowledge that architectural review is inherently a subjective process and that the Architectural Committee is given wide discretion in carrying out its function. The decisions of the Architectural Committee shall be final and binding unless they are clearly arbitrary and there is no competent evidence to support the Architectural Committee's decision.

Section 5.08 Variances by Architectural Committee. The Architectural Committee shall have the authority to grant a Lot a variance from any provision of this Declaration (including any provision of the Design Guidelines) that is within the authority of the Architectural Committee. Such variance will only be made upon the Architectural Committee's finding of exceptional and extraordinary circumstances where literal enforcement of the covenant will create a material hardship to the applicant, and that such a variance is not contrary to the interests of the Community Area, the Association and Owners.

Section S.09 No Liability. The Declarant and the Architectural Committee, and any member, agent or representative thereof, shall not be liable in damages or otherwise to anyone submitting Plans for approval or requesting a variance, or to any Owner or other Person, by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve the Plans or variance. Approval by the Architectural Committee shall not mean that Plans are in compliance with the requirements of any local building codes, zoning ordinances, or other governmental regulations, and it shall be the responsibility of the Owner or applicant to comply with all codes, ordinances and regulations. It is the intent of this Declaration that the Architectural Committee shall be recognized as a nonprofit organization for purposes of Sections 13-21-115.5, 13-21-115.7 and 13-21-116, Colorado Revised Statutes (and any successor statutes), and that individuals serving on the Architectural Committee shall, to the fullest extent permitted by such statutes, be protected from personal liability.

Section 5.10 Commencement and Completion of Construction. All Improvements approved by the Architectural Committee must be commenced within six (6) months from the date of approval unless otherwise stated on the approval form. If not commenced within that time, then the approval shall be deemed revoked, unless the Architectural Committee grants an extension in writing. All approved work must be completed within ninety (90) days unless the Architectural Committee grants an extension in writing.

(a) Owners shall notify the Architectural Committee five (5) days of such completion.

(b) Upon completion the Owner authorizes the Architectural Committee or its representative to enter the Lot for exterior inspection.

(c) Failure to notify the Architectural Committee of the completion or failure to grant the exterior inspection shall result in withdrawal of the Architectural Committee's approval.

(d) In the event of a withdrawal of Architectural Committee approval for any reason stated in this Section, and upon written request by the Architectural Committee, the Owner, at his sole cost and expense and cost shall promptly restore the Lot to substantially the same condition that existed prior to the commencement of the Improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the Improvement until such time as the Improvement is brought into compliance.

Section 5.11 Enforcement. The Declarant shall have the right to enforce these covenants during the period of Declarant Control. After the Declarant Control period has ended the enforcement shall fall to the Mountain Vista Metropolitan District Board or its successor. The Declarant, Architectural Committee or Mountain Vista Metropolitan District may impose per diem fees and penalties for violations of these Covenants or Design Guidelines which charges may be a lien on the real property which is in violation and may be foreclosed in the same manner as mechanic's liens in Colorado.

Article VI. DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS, AND RESERVATIONS

Section 6.01 Period of Declarant's Rights and Reservations. In addition to other rights of Declarant described elsewhere in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth during the Period of Declarant Control. These rights and reservations shall be deemed excepted and reserved in each conveyance by Declarant. The rights, reservations and easements set forth herein and in any Community Documents may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Owners or any future homeowner's association should the Owners choose to form such an association.

Section 6.02 Declarant's Development Rights. For the Period of Declarant Control, Declarant shall have the following development rights:

Subject to the specific limitations contained herein, Declarant may add land to and create additional Lots within the Community Area, but only with the consent of the Owner of such land to be added No assurances are made by Declarant concerning which portions of the Community Area may be affected by Declarant's exercise of its development rights or the order in which portions of the Community Area may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them.

Section 6.03 Special Declarant Rights. Declarant has the right, but not the obligation, to perform any of the following "Special Declarant Rights":

(a) to complete any improvements shown on a Plat;

(b) to exercise any development rights set forth in this Declaration;

(c) to maintain anywhere within the Community Area sales offices, management offices, signs advertising the Community Area and model homes; and

(d) to store building materials, supplies and equipment on land owned by Declarant within the Community Area.

Declarant may transfer or assign its Special Declarant Rights, or any other rights or obligations of Declarant in this Declaration, to another Person or entity upon the recording of a document evidencing the transfer, except that Declarant may authorize a Builder to perform any of the rights set forth in Section 6.3(a), (c), (d), and (e) without recording a document.

Section 6.04 Right to Complete Development. After the Period of Declarant Control has ended, Declarant shall retain the right to complete development of the Community Area as Declarant may elect.

Article VII. EASEMENTS

Section 7.01 Declarant Easements. Declarant reserves, for itself, its successors and assigns, a perpetual and non-exclusive easement on, over and across all Lots within the Community Area for erecting and maintaining perimeter fencing and any Landscaping or other amenities within any tract or public right of way as shown on a Plat or other recorded instrument, or as required by any governmental agency having jurisdiction over the Community Area. Such easement shall be appurtenant to and shall run with all real property within the Community Area now or hereafter owned by Declarant, its successors or assigns, and such easements shall automatically be conveyed to any successor of Declarant as the developer of the Community Area whether the easement is expressly conveyed in any deed or conveyance transferring real property within the Community Area to such successor.

Section 7.02 Easements for Utilities. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot In the Community Area to an Owner other than Declarant perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the utility easements of each Lot as shown on a Plat for the placement of utilities, drainage structures or other similar purposes, together with a blanket easement across, over and under the Association Properties for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities and drainage facilities.

Section 7.03 Easement for Emergency Vehicle. An easement is granted for emergency vehicles, including fire, police and ambulance, to enter upon any portion of the Community Area for emergency and other official purposes.

Section 7.04 Matters of Record. In addition to the easements created in this Article 7 and on any Plat, the Community Area is subject to all other easements, reservations and restrictions of record in El Paso County, Colorado.

Article VIII. Releases, Disclaimers and Indemnities.

The Owners acknowledge and agree that:

Section 8.01 The provisions of this Article shall apply to any "Protected Party" which is defined as any person or party, including without limitation, the Declarant, its agents, employees, shareholders, contractors, brokers, successors, assigns or any person or party related to them, and including any Builder affiliated with Declarant, or any prior owner of the property, against whom is asserted any claim, demand, liability, obligation or matter whatsoever regarding the construction, physical condition, value, assessments, reserves, association, and any other matters related thereto in connection with the Community Area.

Section 8.02 No Representation or Warranties of any kind, express or implied, shall be deemed to have been given or made by any Protected Party in connection with any portion of the Community Area, as to its or their physical condition, soils condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall have been specifically set forth in a writing signed by Declarant.

Section 8.03 Each Owner acknowledges and agrees that certain environmental conditions, including but not limited to mold, lead, or any other hazardous or toxic substances or conditions may affect the Community Area and that the Protected Parties expressly disclaim any liability for any existing or future conditions and any other soil or environmental conditions affecting the Community Area. Each Owner acknowledges that they have been given a full opportunity to inspect all reports and documents with the City of Colorado Springs and any governmental entity, as well as their Lot, Homes and Improvements and obtain any professional inspection relating to the environmental condition of their Lot and the Community Area if desired. By acceptance of a deed to a Home, each Owner accepts the physical and environmental condition of their Lot and the Community Area and acknowledges a full opportunity to conduct their own inspections. Except as may be acknowledged by Declarant or any other Protected Party in writing, Declarant and Protected Parties have not assumed or undertaken any obligation to inspect or remedy any physical or environmental condition of the Community Area, regardless of any report, recommendation or other information. Each Owner, for themselves, their heirs, successors and assigns, waive and release the Declarant and the other Protected Parties, their agents, successors and assigns, from all claims, liabilities, lawsuits and other matters arising from or related to any physical and/or environmental condition of the Community Area.

Section 8.04 Owners shall maintain the landscaping, drainage, and sprinkler systems upon the property and their Lot, in such a fashion that the soil surrounding the foundations of the buildings and other improvements shall not become so impregnated with water that they cause expansion of or shifting of the soils supporting the Improvements or other damage to the Improvements and do not impede the proper functioning of the drainage, landscaping, or sprinkler systems as originally installed. Such maintenance shall include, where necessary, the removal or replacement of improperly functioning landscaping, drainage, or sprinkler system

elements and shall also include regrading and resurfacing where necessary to provide for adequate drainage and to prevent any ponding; no changes in landscaping shall be made in such a way as to endanger the structural integrity or the stability of any of the buildings, units, common elements, or the other Improvements upon the property. In addition, each Owner understands that the soil in the Colorado area contains clay and other substances which may cause it to swell when wet and so can cause earth movement and/or shifting around a building's foundation. Each Owner shall be responsible for any settlement on such Owner's property, including areas such as porches, sidewalks, decks, patios, and driveways. Owners, for themselves, their successors and assigns, waive and release the Protected Parties from all claims, actions, liabilities, lawsuits, and other matters arising from or related to any physical and/or environmental condition at the project and Community Area, whether past, present, or future.

Section 8.05 The Colorado Department of Public Health and Environment and the United States Environmental Protection Agency ("EPA") have detected elevated levels of naturally occurring radon in structures in the El Paso County area. EPA has raised concerns with respect to adverse effects on human health of long-term exposure to high levels of radon. Each Owner is responsible for conducting such investigations and consulting with such experts as an Owner deems appropriate to determine the possible presence of radon in or on the Owner's Lot and to evaluate radon mitigation measures that can be employed in the design and construction of Improvements. Each Owner acknowledges that the Protected Parties have made absolutely no representations whatsoever, express or implied, concerning the presence or absence of radon occurring on the Lots or the Community Area, the suitability of the Lots for development, or the design or construction techniques, if any, that can be employed to reduce any radon level in Improvements built on the Lots. Each Owner, for themselves, their heirs, successors, assigns, waive and release the Protected Parties, their agents, successors and assigns, from all claims, actions, liabilities, lawsuits and other matters arising from or related to the presence of radon in the Community Area or the Lots.

Section 8.06 Fiberglass insulation (also known as glass wool) is commonly used for insulation of homes. Fiberglass in various thicknesses and values is used in the areas of walls, floor to ceiling assemblies and ceiling to roof assemblies of homes to prevent movement of heat and to reduce noise. The U.S. Department of Health and Human Services produced a report that lists glass wool as a substance "which may be reasonably anticipated to be a carcinogen", but that report merely identifies substances selected for further study because of potential risk. The listing of a substance in the report is not an assessment that there is causal connection between glass wool and illness. The Owners acknowledge that fiberglass is used in the wall and floor to ceiling assemblies, and waive any claims against any Protected Party, arising because of the use of fiberglass insulation. The Owners shall hold all Protected Parties harmless from any claim or liability resulting from the existence of fiberglass insulation in the project, Community Area, buildings, structures or Improvements.

Section 8.07 Each Owner further covenants and agrees that no representation, promise, or warranty has been made by any of the Protected Parties regarding the development of adjacent properties, the investment potential of the unit or the Lot, any economic benefits to the Owners,

their heirs, successors and assigns, to be derived from the managerial or other efforts of the Protected Parties, or any other third party designated or arranged by any Protected Party, related to the ownership or rental of the unit, the Lot, or regarding the continued existence of any view from the unit, the Lot or any Improvements thereon. The Owners, their heirs, successors and assigns, understand that the Protected Parties are under no obligation with respect to future, zoning or development of additional property in the area. The Owners, their heirs, successors and assigns, understand that the square footages, sizes, and type of units have been set forth at the sole discretion of the Declarant, and that the sales prices may decrease or increase at the sole discretion of the Declarant.

Section 8.08 The Owners, their heirs, successors and assigns covenant and agree that the Protected Parties make no representations or warranties, express or implied, of any nature regarding the project or Community Area (all of which are hereby disclaimed by the Protected Parties), including without limitation, any as to the fitness, workmanlike construction, safety, merchantability, design, condition, quality, or habitability of the unit, the project, Community Area, or the common area or improvements related thereto or any electrical, plumbing, heating, gas, water, sewer, structural components or other mechanical or utility systems or components or appliances or fixtures related thereto. The Owners and the Association accept the foregoing disclaimer of warranties and waive, release, and indemnify the Protected Parties from all claims related thereto, and any expenses and attorney fees incurred by any Protected Party, together with any claims for bodily injury, property damage and incidental or consequential damages made by any person or party.

Section 8.09 No Protected Party shall be liable for claims or consequential, exemplary, and/or punitive damages or for claims relating to the unit, the Lot, or to the Community Area or any Improvements arising or relating to any defect in workmanship or in any material used in construction, and the Owners, their heirs, successors and assigns, expressly waive and release all rights to sue for an defect in construction of the Home, the Lot, the common area or Improvements and shall rely solely on the Owner's own inspection and examination of the Community Area and Lot and not on any representations or warranties of any Protected Party. The Owners, their heirs, successors and assigns covenant and agree that this Declaration creates an alternative dispute resolution process and imposes waivers and/or limitations on the parties' respective rights and remedies, and that the sales prices of the units and Lots are based in part upon the dispute resolution process, releases, waivers, and indemnities contained in this Section and the other provisions of the Declaration.

Article IX. DISPUTE RESOLUTION

Section 9.01 Actions and Exemptions. The Architectural Committee, Declarant, and all Owners agree to encourage the use of mediation and binding arbitration in the resolution of disputes pertaining to the Declaration or Community Documents and the Community Area. Accordingly, each covenant and agree to be bound by the provisions set forth in this Article 9.

(a) Enforcement of Declaration and Community Documents by the Architectural Committee or the Association. The Architectural Committee including an assignee or delegate thereof, may enforce the provisions of this Declaration and may act to remedy any nuisance situation in accordance with this Declaration, including charging of per diem fees and penalties for violations of these covenants which charges may be a lien on the real property which is in violation and may be foreclosed in the same manner as mechanic's liens in Colorado; or they may elect (in their sole discretion) to proceed with the dispute resolution procedures set forth in herein. Any disputes between any of the Architectural Committee and the Declarant, whether in contract, tort or statutory, shall be resolved pursuant to the dispute resolution procedures set forth in herein.

(b) Action by an Owner. Any action by a Lot Owner against the Declarant, the Architectural Committee, or any of the officers, directors, partners, members, employees, agents or representatives of the foregoing, or any Owner of another Lot, whether in contract, tort or statutory, shall proceed pursuant to the dispute resolution procedure set forth in herein; provided that (i) all actions against the Declarant or any Protected Party (as defined below) shall be governed solely by the terms of the contract between the Owner (or Owner's predecessor in interest) and the Declarant or Builder; and (ii) any suit between or among Owners that does not include Declarant as a party, and that asserts a claim independent of the Community Documents Declaration, is not governed by the dispute resolution procedures herein unless mutually agreed by such Owners.

(i) Separate Agreements Control. All actions related to alleged construction defects of any kind or nature are governed by the terms of the contract between the Owner or their predecessor in interest (excluding Declarant or Builder) and the Declarant or Builder. All Owners, the Declarant and Protected Parties acknowledge and agree that all matters governed by the terms of such contract(s) are not matters affecting the community.

Section 9.02 Costs and Attorney fees. Except as specifically provided in this Declaration, each party shall bear all of its own costs and expenses, including attorneys' fees, incurred prior to and during any proceedings: without allocation in any award, unless the decision maker determines that any party initiated proceedings in bad faith or without merit, in which case allocation may be made to the party defending against such bad faith or without merit Claim (defined below).

Section 9.03 Resolution of Disputes.

(a) Dispute Resolution. Except as provided in herein and except for Sections 5.01 and 9.01(a) dealing with fines and levying of liens, all actions, disputes, claims or controversy between any Owner, the Architectural Committee, the Declarant, and the Protected Parties, and their respective agents, contractors, successors and assigns, whether in contract, tort or otherwise, shall be resolved by the procedures as set forth herein or as set forth in any limited warranty (if any), or any applicable agreement between Declarant and any Owner his/her heirs, successors or assigns:

(b) Initial Notification and Negotiation. For each claim governed by this Section (a "Claim"), the claimant ("Claimant") shall give notice to the other parties against whom the claim is asserted ("Respondent"), setting forth: the nature of the Claim; the basis or reason for the Claim; any

other material information regarding the Claim; the specific relief and/or proposed remedy sought; and the intent to invoke this Section (the "Notice of Claim"). Claimant and Respondent shall use good faith efforts to resolve the Claim through negotiations following delivery of the notice, pending mediation pursuant to Section 9.03(c).

(c) Mediation. The Claim shall first be mediated before a mediator jointly selected by the parties. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute formally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

(i) The mediation shall occur within thirty (30) days following delivery of the Notice of Claim (the "Mediation Period"). Mediation shall be a condition precedent to arbitrating any dispute. In the event Claimant does not appear for mediation, Claimant shall be deemed to have irrevocably waived the Claim, and Respondent shall be released from all liability to Claimant because of such Claim.

(ii) The costs of the mediation shall be borne equally by Claimant and Respondent. In the event mediation is successful, the resolution shall be documented in writing and signed by the parties. Thereafter, if either party violates the resolution, the other party may apply immediately to a court for relief. The mediation, unless otherwise agreed, shall terminate if the entire dispute is not resolved before the expiration of the Mediation Period.

(iii) If mediation is unsuccessful, then Claimant may make written demand for arbitration as set forth herein within sixty (60) days following the expiration of the Mediation Period. If no written demand for arbitration is made within the specified time, Claimant shall irrevocably waive the Claim and any and all right to proceed to arbitration regarding the Claim.

(d) Arbitration. Following the Mediation Period and a written demand for arbitration, the Claim shall be resolved by binding arbitration administered by the American Arbitration Association (or any successor to such association) in accordance with the current American Arbitration Association Construction Industry Arbitration Rules in effect at the time of submission to arbitration, and as provided for in this subsection. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules.

(i) Should an action, dispute, claim or controversy be brought against Declarant and or Builder by a third party who is not bound by a binding arbitration provision similar to the arbitration provision contained herein, the term of this subsection shall apply to such action, dispute, claim or controversy.

(ii) The Arbitrator shall be selected from a panel of Arbitrators from El Paso County Colorado (or if no such panel is available, from El Paso County, Colorado), with an Arbiter mutually acceptable to the parties. If the parties are unable to jointly agree upon the Arbiter, then each party shall select an Arbiter and the two Arbiters shall select a third person to serve as the sole Arbiter. The parties agree that the Arbiter shall have substantial experience in the real estate field.

(iii) The parties shall share equally in the Arbiter's fees and the costs of the arbitration. All parties shall have the right to be represented by legal counsel.

(iv) In determining any question, matter, or dispute before them, the Arbiter shall apply the provisions of the Declaration and Community Documents without varying from them in any respect, and they shall not have the power to add to, modify or change any of the provisions hereof.

(v) Any arbitration award may be enforced through entry of judgment by any court having jurisdiction thereover. Exclusive venue for any arbitration proceeding shall be in El Paso County, Colorado. Except as may be required by law or for enforcement, neither a party nor the Arbiter may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the Claim.

(vi) The parties shall be entitled to conduct discovery as if the dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions the Arbiter is specifically empowered to decide pre-hearing motions that are substantially like pre-hearing motions to dismiss and motions for summary adjudication. A stenographic record of the arbitration shall he made, provided that the record shall remain confidential except as may be necessary for post- hearing motions and appeals. The Arbiter's decision may contain findings of fact and conclusions of law to the extent applicable and the Arbiter shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

(vii) The statement of decision of the Arbiter upon all of the issues considered by the arbitrator is conclusive, final and binding upon the parties. Judgment upon any award rendered by the Arbiter may be entered by any State or Federal Court, as appropriate.

(e) Standards of Construction. If any claim regarding defects in construction is made, each claim shall be specified with particularity. Each location of any claimed defect must be identified and all evidence supporting each claim, along with all repair methodologies and costs of repair, must be provided by the claimant in advance of any mediation hereunder. In any arbitration or other proceedings, it shall be rebuttably presumed that any construction done by the builder or Declarant was not defective, that the builder or Declarant adequately performed its obligations under its contract, and that the builder or Declarant was not negligent if the builder or Declarant's performance was substantially in accordance with any of the following: (i) the standards of trade in the El Paso County Area on the date hereof or (ii) any applicable building code in El Paso County on the date hereof; or (iii) any applicable national association of home builders residential construction guidelines. Any expert witness used by either party shall be required to have held a commercial contractor license in El Paso County for a minimum of ten (10) years. In any such proceedings, evidence of any scientific, engineering, or technical advancements or other knowledge or techniques, or any design theory or philosophy, or any construction or testing knowledge or techniques, where such advancements were discovered subsequent to the date hereof, shall not be admissible for any purpose. If any of Claimant's claims relate, in any way, to any work completed by any of Declarant's or Builders subcontractors or any materials and/or equipment provided by any suppliers, Declarant or Builder, as applicable, in its sole discretion,

may join such subcontractors and/or suppliers to any arbitration proceeding with Claimant. The sole manner in which may be used to establish breach of any obligations under this Declaration, any obligations which may exist by law or reason of any statute, any applicable industry standards, and/or Claimant's damages, including, but not limited to, appropriate repair costs, shall be through the testimony of a homebuilder with experience in El Paso County, Colorado. The Arbiter shall completely exclude the testimony of any tendered expert who does not meet the foregoing qualifications.

(f) Limitation of Remedies. Each party, to the extent permitted by law, hereby disclaims and waives any claims for the following remedies and damages for any matters related to any Claim, whether a Claim is made on the basis of contract, tort or any other theory or basis at law or in equity: (i) punitive or exemplary damages, (ii) claims for emotional distress or pain and suffering and/or (iii) claims for incidental and/or consequential damages (except as otherwise provided herein). Claimant further agrees that, subject to the other limitations contained herein, Respondent's total liability to Claimant shall be limited to, and in no event exceed, the amount of any insurance proceeds available with respect to any and all Claims, whether in contract, tort or otherwise.

Section 9.04 Acknowledge of Waiver of Right to Jury Trial. Notwithstanding anything to the contrary contained herein any claim, controversy, breach or dispute pertaining to, involving, or relating the Declarant regarding its obligations under the Declaration and (b) any and all claims against the Declarant, developer or general contractor relating to the design and construction of the project, Community Area or any part thereof, shall ONLY be settled by binding arbitration according to the procedures of the American Arbitration Association. All Owners and other parties agree to arbitrate solely on an individual basis, and that this Declaration does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one Owner's or person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force. The Federal Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement. Any standard arbitration hearing that requires the physical presence of involved parties shall be held in El Paso County, CO. The Owners and Declarant also agree that any award tendered by the arbitrator may be entered as a judgment in the United States court in and for the district within which such award was made and enforceable as an order of said court and the Owners and Declarant hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award.

(a) This arbitration provision cannot be removed from the Declaration without the affirmative written consent of the Declarant and Builder for the Project. Each party and Owner understand that by using binding arbitration to resolve disputes they are voluntarily waiving and giving up any right that they may have to a judge or jury trial about all issues concerning the Lot, Home, common elements, the Community Area, Improvements, and matters related thereto.

Article X. MISCELLANEOUS

Section 10.01 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years following the date this Declaration was originally recorded, and thereafter shall be automatically extended for two (2) successive periods of ten (10) years each unless terminated by agreement of the Owners with at least sixty-seven percent (67%) of the voting power of the Community Area after proper notice and hearing.

Section 10.02 Amendment of Declaration by Declarant. Declarant may amend or repeal any provisions, covenants, conditions, restrictions and equitable servitudes of this Declaration by the recordation of a document setting forth such amendment or repeal and upon the satisfaction of one or more of the following conditions:

(a) The conveyance of the first Lot by recorded deed to an Owner other than Declarant has not yet occurred;

(b) A government agency requires an amendment or repeal as a condition to making, purchasing, insuring or guaranteeing mortgages, or an amendment or repeal is required to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, HUD, FHA or other government mortgage agency;

(c) An amendment or repeal is necessary or useful for the exercise of Declarant's development rights as set forth in this Declaration, including but not limited to the inclusion of additional land within the scope of this Declaration and the creation of additional Lots.

Section 10.03 Amendment of Declaration by Owners. Except as specifically set forth in Section 9.04(a) or as otherwise provided in this Declaration, and subject to the written approval of Declarant during the Period of Declarant Control, any provision, covenant, condition, restriction or equitable servitude may be amended, modified or added upon approval by Owners with at least sixty- seven percent (67%) of the voting power of the Community Area.

Section 10.04 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be served either personally or by mail, or by email unless the Owner requests in writing to the enforcing party that email is not enough. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Declarant or applicable enforcement body for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Declarant or other appropriate enforcement body, and shall be deemed received, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing.

Section 10.05 Persons Entitled to Enforce Declaration. The Declarant and later after Declarant control has ended the Mountain Vista Metropolitan District Board or its successor, shall have the right but not the obligation to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration in accordance with the provisions and dispute resolution procedures contained in this Declaration.

Section 10.06 Violations of Law. Any violation of any federal, state, county or municipal law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 10.07 Limitation on Liability. The Architectural Committee and Declarant, and any agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

Section 10.08 Governing Law. The Declaration shall be construed and governed in accordance with the laws of the State of Colorado.

Section 10.09 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 10.10 Number. Unless the context requires a contrary construction, as used in the Association Documents, the singular shall include the plural and the plural, the singular.

Section 10.11 Cautions for Convenience. The titles, headings and captions used herein are intended solely for convenience of reference and are not intended to affect the meaning of any provision of this Declaration.

Section 10.12 Interpretive Authority Resolves Questions of Construction. If any doubt or question should arise concerning the true intent or meaning of any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration, the Declarant, during the Period of Declarant Control, and thereafter, the Mountain Vista Metropolitan District Board or its successors (the "Interpretive Authority"), shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written document duly acknowledged by the Interpretive Authority. This determination will thereafter be binding on all parties so long as it is not arbitrary, or capricious.

Section 10.13 Limitations. Notwithstanding any other provision of this Declaration, no Claim or proceedings 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 10.14 Amendment. Notwithstanding anything to the contrary contained in this Declaration, no provision of Sections 9.01, 9.02, 9.03, or 9.04 may be amended, modified, or repealed unless such amendment, modification, or repeal is approved by Owners in accordance with this Declaration and is consented to in writing by the Declarant.

Section 10.15 Accrual of Claims. In the event of any purported amendment, modification, or repeal of any provision of Sections 9.01, 9.02, 9.03, or 9.04 not in accordance with Section 10.14 above, or in the event Section 10.14 above is deemed unenforceable, then and in such event any amendment, modification, repeal, or severance of the affected provisions of Sections 9.01, 9.02,

9.03, or 9.04 shall only apply prospectively, to claims that accrue following the date of such amendment, modification, repeal, or severance.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Declarant, Challenger Communities, LLC, a Colorado limited liability company has executed this Declaration to be effective as of the day and year first written above.

_____,

_____

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this ____day of _____, 2019 by _____ as _____, the Manager of the Declarant hereunder.

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

Notary Public

EXHIBIT A- ORIGINAL

Lots 1-54 and Tracts A, B and C Enclaves at Mountain Vista Ranch Filing No. 3 recorded on the 28th day of May, 2018 at Reception Number 218714 of the records of El Paso County, Colorado; except for

Lot 8, 4266 Prairie Agate, and

Lot 36, 8219 Diorite Drive, and

Lot 43, 4299 Prairie Agate, and

Lot 10, 4282 Prairie Agate, and

Lot 40, 4267 Prairie Agate.

Exhibit B – Expansion Area