BELLEVIEW PLACE METROPOLITAN DISTRICT

141 Union Blvd Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 * 800-741-3254
Fax: 303-987-2032

Dear Homeowner,

Congratulations on your new home purchase, and welcome to the community! Your home resides within the boundaries of Belleview Place Metropolitan District ("the District"). The District is a quasi-municipal corporation and political subdivision of the State of Colorado, governed by a five-member elected Board of Directors.

The Belleview Place community does not have a Homeowner's Association, instead the District performs such functions as covenant control, architectural review and grounds maintenance services, including but not limited to; open space areas and community parks, community fencing, monumentation, and snow removal along public parks and trails, as well as other management services for your community. These services are paid for through your yearly property tax assessment and Operations Fee, rather than through an assessment of dues such as an HOA would impose. The Operations Fee is a monthly fee which is billed quarterly. You will receive an invoice for by mail, with options to receive email invoices or to opt in for paperless billing. More information on District Fees can be found in the Fee Resolution (which is a part of this Welcome Packet).

The District's Limited Tax General Obligation Bond debt service is also paid for through your yearly property tax assessment. Further information on this subject can be obtained by referencing the General Information and Disclosure Sheet (which is also a part of this Welcome Packet); via the District's Service Plan (which is available upon request) or, by contacting the District's Community Manager, Michelle Gardner, at Special District Management Services, Inc. ("SDMS"). SDMS is contracted by the District to manage the day-to-day responsibilities of operating the District; managing all outside contractors and consultants, and supporting the Board of Directors of the District.

What you can expect as a new homeowner within the Belleview Place community: Part of SDMS' role is to conduct routine inspections of the community in order to ensure compliance with the Declaration of Covenants and the Rules and Regulations. The Declaration of Covenants and the Rules and Regulations set forth the policies, restrictions, covenant enforcement and architectural design review criteria. You can expect inspections to occur bi-weekly during the growing season, and monthly the rest of the year.

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Fax: 303-987-2032

Enclosed you will find the following important community reference materials (subject to periodic change):

1. **"Belleview Place Community Resources"** (a quick reference guide of City of Thornton resources, including trash and recycling information).

2. **"Xpress Bill Pay Information"** (the District utilizes the Xpress Bill Pay system which provides residents with online options for bill payments, including paperless billing, billing notifications, and Auto Pay options).

3. "**Resolution of the Board of Directors of the Belleview Place Metropolitan District Regarding the Imposition of District Fees"** (this lists a summary of fees imposed by the District).

4. **"Declaration of Covenants, Conditions, and Restrictions for Belleview Place" (aka CC&R's)** (the Declaration of Covenants sets forth the policies for restrictions, covenant enforcement and architectural review).

5. **"Rules and Regulations of Belleview Place"** (the Rules and Regulations provide design and architectural guidelines in addition to other introductory material. These Rules contain (A) a summary of procedures for obtaining approval from the Architectural Review Committee (ARC) and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements).

6. **"Resolution of the Board of the Belleview Place Metropolitan District Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place'** (this lists potential fines for violations of the Covenants and/or Rules and Regulations, as well as the policies and procedures for providing homeowner notice of non-compliance).

Should you have any questions or require more information regarding the matters presented in this letter, please contact me (303) 987-0835 or via email at cm@sdmsi.com.. Once again, we would like to warmly welcome you to the Belleview Place community.

Warm Regards,

Belleview Place
Metropolitan District

Peggy Ripko District Community Manager

Belleview Place Metropolitan District

Community Resources

Schools

Trails West Elementary School	720-886-8500
Cherry Creek High School	720-554-2285
Indian Ridge Elementary School	303-886-8400
Gateway High School	303-755-7160
Smoky Hill High School	720-886-5300

Parks and Recreation

Sagebrush Park	477 S. Evanston Way
Grandview Dog Park	17500 E. Quincy Ave
Horizon Park	3901 S. Reservoir Rd
Mission Viejo Park	3999 S. Mission Pkwy
Meadow Hills Golf Course	3609 S. Dawson Street

Medical Facilities

Centennial Medical Plaza	720-417-7200	14200 E. Arapahoe Road, Centennial
Kaiser Permanente	888-681-7878	2500 S. Havana St, Aurora
The Medical Center of Aurora	303-695-2600	1501 S. Potomac St, Aurora
Veteran Affairs Medical Center	303-398-6340	13701 E. Mississippi Ave, Aurora

Shopping

King Soopers	6412 S. Parker Road
Natural Grocers	11753 E. Arapahoe Road
Lowe's	4455 S. Buckley Road
Walmart	5650 S. Chambers Road
Arapahoe Crossings	6400 S. Parker Road

Utilities

Waste Management	800-482-6406
Qwest Communication	800-244-1111
Xcel Energy	800-895-4999
Comcast Cable	303-930-2000

ANNOUNCING...

The easiest way to pay your bill

Our new online bill pay option saves you time and gives you more flexibility in how you pay your bill.

If you have an Internet connection and an email address, you can now pay your bill online. You are also able to "opt in" to paperless billing and receive an email notification when your bill is ready to view. It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

HOW IT WORKS

We have partnered with Xpress Bill Pay, the premier provider for online bill payment.

When you sign up for online bill payment you get a unique password that you use to access your personal account at www.xpressbillpay.com. Every month we'll send you a reminder email to let you know when your bill is online.

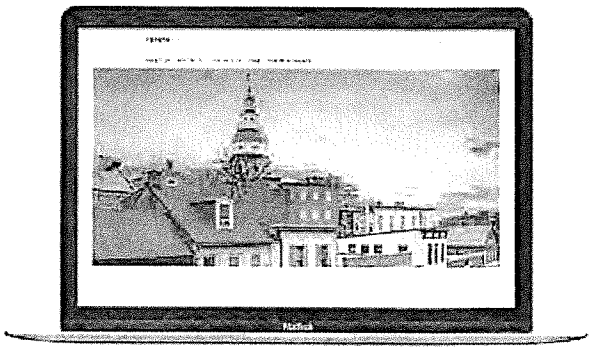
Then, just log in through your Web browser and view your bill, which will look like the paper statement you're familiar with. Select a payment type — credit card, debit card, or electronic funds transfer — enter the information, and you're done!

It's that easy, and it only takes you a few minutes each month.

We're offering this service at the request of customers like you. Sign up today and see why so many people consider this the best way to pay their bills.

ONLINE BILL PAYMENT FACTS

- It's free to sign up for online bill payment at www.xpressbillpay.com.
- You can pay your bills with a credit or debit card, or you can transfer funds directly from your checking account.
- You can pay your bill from anywhere. Users outside the U.S. can contact our Payment Center anytime to make a payment or to set up an Auto Pay.
- No need to worry about late payments if you're out of town when your bill is due.
- After you complete the transaction, you can receive an email receipt to confirm that the payment went through.



- You can view up to a year's history of your account online, so you can compare your current bill to a year ago.
- If you'd like, you can select the Auto Pay option and your bill will be paid automatically each month.

WHAT TO DO NEXT

1. Go to www.xpressbillpay.com. We have partnered with Xpress Bill Pay to provide you with online bill payment service.
2. Click on the "Sign Up" button on the top of the home screen. Fill in the email and password fields, then click in the "I'm not a robot" box and follow the prompts.
3. Complete the short registration form and click "Next."
4. Go to your inbox and open the verification email and click "Verify Email". Then select "Continue" to log in.
5. Select your billing organization and follow the prompts for linking your bill.
6. Once your bill is added to your account, you can add another bill, view and pay your bill online, or setup a recurring auto payment schedule.

AND THERE'S MORE!

Along with being able to make a payment online at any time you can also call the payment assistance center to make a payment over the phone.

Call 1-800-720-6847 or 1-385-218-0338 (from outside the U.S.) to speak with an agent and make your payment today! A phone payment fee may apply.

xpress BILL PAY

2024 Calendar

Colorado - Waste & Recycling Services

RECYCLING COLLECTION SCHEDULE: To confirm your collection day and whether your recycling collection week is Green or Gold, visit **wm.com** and select VIEW SCHEDULE in the top navigation bar. Enter your Service Address and click Verify. Or select the chat icon in the bottom corner and message an agent.

January 2024

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February 2024

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March 2024

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April 2024

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May 2024

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July 2024

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August 2024

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September 2024

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October 2024

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November 2024

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December 2024

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SERVICE GUIDELINES

- Place your WM recycling and trash carts at the curb by 7 a.m. -- wheels facing the curb.
- Place carts at least 3 feet from other objects such as cars, mailboxes, trees and other carts.
- Ensure all material fits inside your carts with the lids fully closed. Be sure to break down cardboard boxes.
- Do not leave any materials next to or outside your cart. Excess materials will not be collected.
- For questions about what is accepted in recycling visit **wm.com/RecycleRight.**
- Check for weather-related delays at **wm.com/us/en/mywm/notifications.**

HOLIDAY SCHEDULE

Holidays that may be observed by the WM team servicing your residence are noted with a blue square in the calendar.

To confirm your schedule for any given holiday, visit: **wm.com/us/en/mywm/locate.**

If your service day falls on or after an observed holiday, your service that week may be delayed by one day. Regular service resumes the following week.

RECYCLE RIGHT

To learn more visit wm.com/RecycleRight

Always Recycle

Metal Food & Beverage Cans

Plastic Bottles & Containers

Flattened Cardboard & Paperboard

Paper

Glass Bottles & Containers *(not accepted in Summit County)*

RECYCLE RIGHT TIPS

- Do not bag your recyclables. Place materials loosely and directly into carts.
- Never put foods or liquids in recycling.
- Items not accepted in recycling include plastic bags or film, foam cups/containers/packaging, yard waste, electronics, carpeting, clothing, furniture, tires or hazardous materials in recycling carts.

RESOLUTION
03/26/2019 02:50 PM RF: $38.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 6 D9025683
Joan Lopez, Clerk & Recorder
Electronically Recorded

When recorded return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Elisabeth A. Cortese

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT SPECIAL DISTRICT MANAGEMENT SERVICES, INC., AT (303) 987-0835 TO VERIFY PAYMENT.

RESOLUTION NO. 2018-09-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF DISTRICT FEES

A. Belleview Place Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Arapahoe County, State of Colorado (the "**City**").

B. The District was organized pursuant to its Service Plan approved by the City on March 5, 2018, as it may be amended from time to time (the "**Service Plan**").

C. The District's boundaries are described in the legal description attached hereto as Exhibit A, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the "**Property**").

D. Century at Belleview Place, LLC, a Colorado limited liability company (the "**Developer**"), caused to be recorded the Covenants and Restrictions of Belleview Place Townhomes in the real property records of Arapahoe County, State of Colorado, on January 14, 2019, at Reception No. D9003535 (as the same may be amended and/or modified from time to time, the "**Covenants**") and applicable to the Property.

E. The Covenants provide that the District shall enforce each of the provisions provided therein.

F. The District, pursuant to the Covenants and Service Plan, is authorized and responsible for the ownership, operation, maintenance and construction of facilities to benefit the Property (the "**District Improvements**").

G. The Property will benefit from the District Improvements and the District's operation and maintenance of the same.

H. The District is authorized pursuant to Section 32-1-1001(1)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or facilities provided by the District, which, until paid, shall constitute a perpetual lien on and against all property served.

I. The District is providing a service by operating and maintaining the District Improvements, and administering the transfer of ownership of any Residential Unit (defined below) located within the Property (the "**Services**").

J. The District has determined that, to meet the costs associated with the District Improvements, the cost of operating and maintaining the District Improvements, and to meet the costs of providing the Services (the "**Service Costs**") it is necessary to impose a fee (the "**Operations Fee**") on each lot and/or single family residential dwelling unit ("**Residential Unit**") on the Property.

K. The District has determined that to offset the Service Costs, in order to fund the administrative expenses incurred when property within the District is sold, and in order to pay the administrative cost associated with the establishment, maintenance, and transfer of the accounts to properly administer the Operations Fee and the District's affairs, it is necessary to impose a fee (the "**Working Capital Fee**," and collectively with the Operations Fee, the "**Fees**") on each Residential Unit on the Property.

L. The District has determined that the Operations Fee and the Working Capital Fee, as set forth in this Resolution, are reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT ("**BOARD**"), ARAPAHOE COUNTY, COLORADO:

1. The Board hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) **Operations Fee**.

(i) The Board hereby imposes an Operations Fee in the amount of Two Hundred Forty Dollars ($240) per year on each Residential Unit within the District. The District reserves the right to amend this resolution in the future to increase or decrease the amount of the Operations Fee.

(ii) An invoice for the Operations Fee payable for the full calendar year will be mailed to each property owner (the "**Owner**") on or before the 1st day of March each year (the "**Bill Date**"). The Owner shall pay the Operations Fee for said calendar year in one installment on or before April 1 of each year. If payment in full is not received by April 5 (the "**Past Due Date**"), the fee is deemed past due and otherwise outstanding. A "Reminder Notice" may be, but is not required to be, sent at such time.

(iii) Failure to make payment of any Operations Fee due hereunder shall constitute a default in the payment of such Operations Fee. Upon default, Owner shall be responsible for a late payment fee ("**Late Payment Fee**") in the amount of Fifteen Dollars ($15.00) per late payment.

(iv) If the Owner does not make payment of all past due amounts, which in the District's sole discretion may include simple interest as permitted by Section 29-1-1102(7), C.R.S.(the "**Delinquent Balance**"), within sixty (60) days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a "**Lien Notice**"). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the Arapahoe County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) **Working Capital Fee.**

(i) The Board hereby determines that in order to fund the Service Costs and related account administration costs, the District shall impose a Working Capital Fee to be paid by each Owner (other than the builder constructing the initial Residential Unit) upon the sale, conveyance, or transfer by deed, instrument, writing, lease or other documents otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser, or purchasers (a "**Transfer**") of such Residential Unit, beginning when the builders sell the Residential Unit to the initial Owner.

(ii) The Working Capital Fee shall be Two Hundred Fifty Dollars ($250) per Transfer per Residential Unit and shall be due and payable at the time of any Transfer of any Residential Unit constructed on a lot which has a certificate of occupancy.

(c) The Working Capital Fee imposed hereunder shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Working Capital Fee:

(i) Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

(ii) Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Working Capital Fee shall apply and be based upon such additional consideration.

(iii) Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

(iv) Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

(v) Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

(vi) Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

(vii) Transfers pursuant to a decree or separation of divorce.

(d) The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the Working Capital Fee.

2. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners' associations, governmental entities or utility providers.

3. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado.

4. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including, but not limited to, reasonable attorneys' fees).

5. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

6. Any inquiries pertaining to the Fees may be directed to the District Manager at: Lisa Johnson, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

7. The Operations Fee and the Working Capital Fee set forth herein are hereby approved and adopted by resolution of the Belleview Place Metropolitan District effective as of January 14, 2019.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2018-09-10]

BELLEVIEW PLACE METROPOLITAN DISTRICT

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Legal Description of the Property

Lots 1 through 90 inclusive,
Shalom Park Subdivision Filing No. 4,
City of Aurora, County of Arapahoe, State of Colorado.

COVENANTS
01/14/2019 07:06 AM RF: $183.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 35 D9003535
Joan Lopez, Clerk & Recorder
Electronically Recorded

Re-recorded to correct signature page on Page 21.

COVENANTS
12/20/2018 09:33 AM RF: $183.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 35 D8124179
Matt Crane, Clerk & Recorder
Electronically Recorded

When recorded return to:
Century at Belleview Place, LLC
c/o Century Communities
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
Attn: Legal Dept.

COVENANTS AND RESTRICTIONS OF BELLEVIEW PLACE TOWNHOMES

THESE COVENANTS AND RESTRICTIONS OF BELLEVIEW PLACE TOWNHOMES ("**Covenants**," as hereinafter more fully defined) are made and entered into the date and year hereinafter set forth by CENTURY AT BELLEVIEW PLACE, LLC, a Colorado limited liability company ("**Developer**," as hereinafter more fully defined).

WITNESSETH:

A. Developer is the owner of that certain real property in the City of Aurora ("**City**"), County of Arapahoe (**County**"), State of Colorado, which is described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**Property**," as hereinafter more fully defined).

B. Developer desires to subject and place upon the Property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions.

C. These Covenants do not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); therefore, these Covenants shall not be governed by the Colorado Common Interest Ownership Act.

D, Pursuant to C.R.S. § 32-1-1004(8), and other provisions of Title 32 of C.R.S., it is the intention of the Developer to empower the Metropolitan District (as hereinafter defined) to provide certain services to the residents of the Metropolitan District (collectively, the "**Services**," as hereinafter more fully defined), which shall include covenant enforcement and design review services, and which may also include, without limitation, trash collection services.

E. Developer reserves the right to add additional real property to these Covenants by recording an annexation document as more particularly described and set forth herein.

F. Pursuant to the service plan for the Metropolitan District (as hereinafter defined), as amended (the "**Service Plan**"), the Metropolitan District may furnish covenant enforcement and design review services and the Metropolitan District intends to exercise its powers to provide covenant enforcement and design review services, as defined in C.R.S. Section 32-1-1004(8), for the Property.

G. The board of directors of the Metropolitan District (the "**Board**") has or will adopt a resolution acknowledging its power to provide covenant enforcement and design review services pursuant to state statute, and authorizing the Metropolitan District to provide covenant enforcement, design review services and trash collection services within the service area of the Metropolitan District using revenue derived from the areas in which the services are to be furnished.

DECLARATION:

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, and conveyed, subject to the following covenants, conditions, restrictions, easements, architectural guidelines, reservations, rights-of-way, obligations, liabilities, and other provisions, as set forth herein.

GENERAL

A. Planned Community. Developer is the owner of those certain Lots (as hereinafter defined) located in the County as more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein, which lots collectively constitute and are defined in these Covenants as the "Property". Developer intends to develop the Property as a planned community of attached multi-family residential homes and related uses. The name of the community to be developed on the Property is "Shalom Park Subdivision Filing No. 4". All of the Property is located within the service area of the Belleview Place Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado. Because ownership of a Unit (as hereinafter defined) does not obligate the owner to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in these Covenants, the Property is not and will not be a "common interest community", as defined in the Colorado Common Interest Ownership Act ("**Act**"), and therefore the Property and these Covenants are not subject to or required to comply with the Act. Developer confirms its intention that the Act will not apply to the Property or these Covenants.

B. Purposes of Covenants. These Covenants are executed (a) to further a common and general plan for the development of the Property; (b) to protect and enhance the quality, value, aesthetics, desirability and attractiveness of the Property; (c) to provide for and define certain duties, powers and rights of the ARC (as hereinafter defined); (d) to define certain duties, powers and rights of the Metropolitan District under these Covenants; and (e) to define certain duties, powers and rights of Owners of Lots within the Property.

C. Declarations. Developer, for itself and its successors and assigns, hereby declares that the Property, and all other real property that becomes subject to these Covenants in the manner hereinafter provided from the date the same becomes subject to these Covenants, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in these Covenants.

The provisions of these Covenants run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property that becomes part of the Property; (b) Developer and its successors and assigns; (c) the Metropolitan District and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in any portion of the Property or in any property that becomes part of the Property, or any Improvement (as hereinafter defined) thereon, and their heirs, personal representatives, successors or assigns. These Covenants will be recorded in the County.

D. Metropolitan District Authority. Developer, through these Covenants, grants authority to the Metropolitan District to act on behalf of Developer for certain matters specifically set forth in these Covenants, including implementing these Covenants, enforcing these Covenants and providing design review services and trash collection services. Developer grants the Metropolitan District authority as provided herein to adopt Rules and Regulations (as hereinafter defined), and Guidelines (as hereinafter defined) pertaining to architectural and design review, each for the effective governance of the Property to implements these Covenants. Developer grants to the Metropolitan District authority to review and approve Improvements in compliance with the Guidelines and these Covenants and to enforce the Guidelines. Developer grants to the Metropolitan District authority to appoint the ARC as provided herein and to exercise all other powers necessary and proper to implement and enforce these Covenants and provide design review services.

ARTICLE 1. DEFINITIONS

Section 1.1. ***ARC.***

"**ARC**" means the architectural review committee which shall be appointed by the Developer until conveyance of all of the Units to the first Owners thereof, other than the Developer or any Builder or any other Person who acquires one or more Units for the purpose of constructing at least one residence on each such Unit, and thereafter appointed by the Metropolitan District, all as provided in Section 2.1 of these Covenants. The ARC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in these Covenants.

Section 1.2. ***Builder.***

"**Builder**" means any Person who: (i) acquires one or more parcels of the Property for the purpose of constructing at least one residence on each such parcel for sale, and/or rental, to the public, and/or (ii) acquires one or more parcels of the Property for sale to any Person fitting the description in clause (i) above; and is designated as a "**Builder**" under these Covenants in a written designation that is signed by the then-Developer and recorded in the office of the Clerk and Recorder of the County.

Section 1.3. ***Covenants.***

"**Covenants**" means these Covenants and Restrictions of Belleview Place Townhomes, as amended and supplemented from time to time.

Section 1.4. ***Developer.***

"**Developer**" means Century at Belleview Place, LLC, a Colorado limited liability company, and/or any other Person to whom the Developer may assign one or more of the Developer's rights under these Covenants (which will be the extent of the Developer's rights to which such assignee succeeds); provided, that no assignment of any Developer rights is effective unless such assignment is duly executed by the assignor Developer and recorded in the office of the Clerk and Recorder of the County.

Section 1.5. ***Governing Documents.***

"**Governing Documents**" means these Covenants, any Guidelines (as hereinafter defined), any Rules and Regulations (as hereinafter defined), and any other documents now or hereafter adopted by or for the Metropolitan District or ARC, as amended and supplemented.

Section 1.6. ***Improvements.***

"**Improvements**" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, basketball backboards and hoops, swingsets and other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, exterior air conditioning, cooling, heating and water softening equipment.

Section 1.7. ***Metropolitan District.***

"**Metropolitan District**" means Belleview Place Metropolitan District, and/or any other metropolitan district(s), to which the then-Metropolitan District may transfer or assign any or all of the rights and duties of the Metropolitan District under these Covenants. Each such assignment or transfer, if any, will be effective upon recording in the County of a document of transfer or assignment, duly executed by the then–Metropolitan District. In addition to the authority to provide the Services (as defined in Section 1.11), the Metropolitan District has such other authority with respect to the provision of services as may be permitted by the Special District Act, C.R.S. 32-1-101 et seq., including but not limited to the right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and undertake enforcement actions (but these Covenants do not limit in any way the authority of the Metropolitan District under the statutes of the State of Colorado).

Section 1.8. *Owner.*

"**Owner**" means each fee simple title holder of a Unit, including Developer, any Builder and any other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation.

Section 1.9. *Person.*

"**Person**" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof, and includes each Owner, the Developer, each Builder, the ARC, the Metropolitan District, and the governing body of the Metropolitan District.

Section 1.10. *Property.*

"**Property**" means the real property described on **Exhibit A** attached hereto, as supplemented and amended, and all other real property, if any, made subject to the terms and provisions of these Covenants after the date hereof, and as the Developer, any Builder or Owner or other person may now or hereafter subdivide or re-subdivide any portion thereof; provided, however, that the "**Property**" does not include any real property that has been withdrawn as provided in Section 5.10 hereof.

Section 1.11. *Services.*

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

Section 1.12. *Unit or Lot.*

"**Unit**" or "**Lot**" means each portion of the Property which is designated as a lot on a recorded subdivision plat, including each residence (attached or detached) now or hereafter located thereon.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1. *Composition of ARC.*

The ARC shall consist of three (3) or more natural Persons. The Developer has the authority to appoint the ARC, and/or to delegate some or all architectural authority (as provided in Section 2.2 hereof), from the date of recording of these Covenants until the date of conveyance of all the Units to the first Owners thereof other than: (i) the Developer; or (ii) any Builder; or (iii) any other Person who acquires one or more Lots of the Property for the purpose of constructing at least one residence on each such Lot. Subsequent to such date, the governing board of the Metropolitan District has the authority to serve as or appoint members to the ARC and/or to delegate some or all architectural authority (as provided in Section 2.2 hereof). The appointments of all then-current members of the

ARC who were appointed by the Developer will automatically terminate at such time as the Developer's power to appoint members of the ARC expires (as provided earlier in this Section).

Section 2.2. ***Delegation of Some or All Architectural Authority.***

The Person with the authority to appoint the ARC, as provided in the preceding Section 2.1, has the right and authority to: (i) delegate, in writing, some or all architectural authority, to one or more other Persons, including one or more management companies, metropolitan or other district(s), such as by entering into intergovernmental agreement(s) or other document(s) or agreement(s); and (ii) withdraw, in writing, any delegated authority.

Section 2.3. ***Architectural Review Requirements; Authority of the ARC.***

2.3.1. No Improvements may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit, and no Person shall disturb the subsurface of the land beneath the Unit unless said Improvements or plans for disturbance of the subsurface are in full compliance with all provisions of the Governing Documents, and unless such Improvements are approved in writing by the ARC. At least two (2) sets of complete plans and specifications of proposed Improvements (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the ARC), and a written description of any intended disturbance of the subsurface of the land beneath the Unit must be submitted to the ARC for review and consideration.

2.3.2. The ARC shall endeavor to exercise its judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures. However, the ARC shall not review or approve any proposed Improvements regarding whether the same complies with governmental requirements. Rather, as provided in Section 2.3.3, below, the applicant is also required to submit proposed Improvements to the applicable governmental entities for a determination of compliance with governmental requirements. In its review of such plans, specifications and other materials and information, the ARC may require, as a condition to its considering an approval request, that the applicant(s) pay, and/or reimburse the ARC, for the expenses incurred in the process of review and approval or disapproval.

2.3.3. In addition to the foregoing review and approval, and notwithstanding anything to the contrary in these Covenants, the construction, erection, addition, deletion, change or installation, of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and shall require issuance of all required permits, licenses and approvals by all such entities.

2.3.4. In addition to the authority that is given to the ARC in these Covenants, as well as such authority as may be implied from any provision(s) of these Covenants, the ARC has all authority and powers that are given by Colorado statute and

case law, to a corporation, a limited liability company, or any other legal entity. The foregoing shall include the power to receive and review complaints from one or more Owners, Developer, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring.

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

Section 2.4. ***Guidelines.***

The Developer may promulgate, adopt, enact, modify, amend, repeal, and re-enact, architectural standards, rules, regulations and/or guidelines, regarding architectural and design matters and matters incidental thereto (collectively the "**Guidelines**"); and the ARC once the Metropolitan District has the authority to appoint the ARC as provided in Section 2.1 of these Covenants, may modify, amend, repeal, and re-enact the Guidelines, but the Guidelines may not be in conflict with these Covenants. The Guidelines may include: clarifying the designs and materials that may be considered in architectural approval; requirements for submissions, procedural requirements, specification of acceptable Improvement(s) that may be installed without prior review or approval; and permitting the ARC, with respect to any violation(s) or alleged violation(s) of any of the Governing Documents, to send demand letters and notices, levy and collect fines and interest, and negotiate, settle and take any other actions. In addition, the Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Guidelines may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Unit by any Owner must be done and used in accordance with the Guidelines and these Covenants. The Guidelines (as amended from time to time in accordance with their terms) may not be recorded against the Property but are hereby incorporated into these Covenants as if fully set forth herein.

Section 2.5. ***Procedures.***

The ARC shall review each request for architectural approval in accordance with the design review procedures set forth in the Guidelines or the Rules and Regulations and approve (which may be with conditions and/or requirements), or disapprove, each request in writing within forty-five (45) days after the complete submission to the ARC along with a receipt acknowledgement by the ARC of the plans, specifications and other materials and information, which the ARC may require in conjunction therewith. If the ARC fails to give its written approval (which may be with conditions and/or requirements) or disapproval within forty-five (45) days after the complete submission of all

plans, specifications, materials and other information with respect to a written request for architectural approval, then such request is deemed approved by the ARC.

Section 2.6. *Vote.*

The affirmative, majority vote of the ARC is required for approval (which may be with conditions and/or requirements) of each matter, unless the ARC has appointed a representative or committee to act for it, in which case the written decision of such representative or committee shall control unless the denial of the ARC is appealed by the applicant to the Metropolitan District Board of Directors within thirty (30) days of the date of the ARC written decision of denial in which case the written decision of the Board of the Metropolitan District shall control.

Section 2.7. ***Prosecution of Work After Approval.***

After approval (which may be with conditions and/or requirements) of any proposed Improvement, the proposed Improvement must be constructed and completed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then within one (1) year after the date of approval of the application, or to complete the Improvement in complete conformance with the conditions and requirements of the approval, constitutes non-compliance; provided, however, that the ARC may grant extensions of time for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made. Builders are exempt from this Section 2.7.

Section 2.8. *Notice of Completion.*

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "**Notice of Completion**" to the ARC (in form and substance acceptable to the ARC, or on forms provided by the ARC). Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Article.

Section 2.9. *Inspection of Work.*

The ARC, or its duly authorized representative, has the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article. Such inspections may be made in order to determine whether or not the proposed Improvement is being completed, or has been completed, in compliance with the approval granted pursuant to this Article. However, such right of inspection terminates ninety (90) days after the ARC has received a Notice of Completion from the applicant and no action has been initiated by the ARC. The 90-day period to perform inspections after the ARC has received a Notice of Completion does not apply to or limit the right or authority of the ARC or the Board to enforce

these Covenants, including but not limited to the requirements pertaining to the maintenance of Improvements.

Section 2.10. ***Notice of Non-compliance.***

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or is not in compliance with the Guidelines, or has not been completed within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then within one (1) year after the date of approval (except landscaping, as provided below), subject to any extensions of time granted pursuant to Section 2.7 hereof, or for any other reason(s), then the ARC shall notify the applicant in writing of the non-compliance. Such notice of non-compliance must be given not later than sixty (60) days after (as applicable), (a) the ARC receives a Notice of Completion from the applicant, or (b) the ARC discovers any such noncompliance. The notice of non-compliance must specify the particulars of the non-compliance.

Section 2.11. ***Correction of Non-compliance.***

If the ARC determines that a non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then not more than forty-five (45) days from the date of receipt of the notice of non-compliance. If such Person does not comply with the ruling within such period, the ARC may, at its option, record a notice of non-compliance against the Unit on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Person responsible for such non-compliance shall reimburse the ARC, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto. This Section 2.11 does not prohibit composting to the extent that it has been approved by the ARC.

Section 2.12. ***Cooperation.***

The ARC has the right and authority to enter into agreements and otherwise cooperate with any architectural review or similar committees, any metropolitan or other districts, or one or more boards or committees that exercise architectural or design review functions, or any other Person, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the ARC. The costs and expenses for all such matters, if any, shall be shared or apportioned between such Persons and the ARC, as the ARC may determine. The foregoing includes collection, payment, and disbursement of fees, charges, and/or any other amounts.

Section 2.13. ***Access Easement; Landscape.***

2.13.1. The Developer hereby reserves and grants, for the benefit of the Lots, a non-exclusive, perpetual easement and right of way on, over and across Tract B,

Shalom Park Subdivision Filing No. 4, County of Arapahoe, State of Colorado for pedestrian and vehicular access, ingress and egress, and for the construction, location, erection, installation, maintenance, repair, renovation, replacement and use of any roadway therein that may now or hereafter serve the Lots or any portion (herein collectively the "**Roadway Easement**"). By virtue of this Roadway Easement, the Developer generally intends to provide for pedestrian and vehicular access to the Lots. No use shall be made of the Roadway Easement which will deny ingress and egress to those Owners having access to their Lots over Tract B, and the right of ingress and egress to said Lots over Tract B is hereby expressly granted. The Developer hereby reserves and grant, for the benefit of the Lots, a non-exclusive, perpetual easement and right of way on, over and across Tracts D, E and F, Shalom Park Subdivision Filing No. 4, County of Arapahoe, State of Colorado for pedestrian access, ingress and egress and no use shall be made of such pedestrian access easement which will deny ingress and egress to those Owners having access to their Lots over Tracts D, E or F.

2.13.2 The Developer hereby reserves, and each Owner hereby grants, to the ARC, the Metropolitan District and the Person who then has the authority to appoint the ARC, as provided in Section 2.1 of these Covenants, including the agents, employees and contractors of each such Person (including the ARC), on, over, under and across the Units, and each of them, excluding any habitable structure and the interior of any residence thereon, easements for performing any of the actions contemplated in the Governing Documents, including inspections pursuant to Section 2.9 of these Covenants, and including enforcement of each of the terms and provisions of the Governing Documents. If damage is inflicted on any property or Unit, or a strong likelihood exists that damage will be inflicted, then the Person responsible for such damage, or expense to avoid damage, is liable for the cost of prompt repair. The term "Person" in the preceding sentence includes the ARC and the Person who then has the authority to appoint the ARC, as provided in Section 2.1 of these Covenants, if they are responsible for such damage or expense to avoid damage. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice is required in connection with any exterior, non-intrusive inspections and maintenance; and except that, in emergency situations, entry upon a Unit may be made at any time, provided that the Owner(s) or occupant(s) of each affected Unit is given notice of the emergency entry as early as is reasonably possible. The interior of any residence is not subject to the easements that are provided for in this Section.

2.13.3. The Developer hereby reserves, and each Owner hereby grants, to the Metropolitan District a non-exclusive and permanent easement (the "**Landscape Easement**") to enter, re-enter, occupy and use the Easement Property (as hereinafter defined), for the purposes of constructing, maintaining, repairing, replacing, and operating the following Improvements: (i) landscape amenities and Improvements, including without limitation plantings, trees, shrubs, sod, and ground cover, irrigation lines and sprinkler systems and other landscape features, and (ii) stormwater and drainage Improvements, which may include but are not limited to inlets, pipes, culverts, swales and ancillary drainage structures to capture, hold, or direct the flow of storm water runoff and

other drainage waters. The "**Easement Property**" is defined as the exterior portions of each of the Lots, but only those portions of such Lots lying outside of and not including any building Improvements, driveways and sidewalks, except for any stormwater and drainage Improvements installed underground beneath driveways and sidewalks. The Metropolitan District shall have the right of ingress and egress in, to over, through, under and across the Easement Property to construct, maintain, repair, replace and operate such Improvements and as necessary or convenient for the full enjoyment of the rights granted to the Metropolitan District in the Landscape Easement. In connection with any utilization of the foregoing Landscape Easement by the Metropolitan District, the Metropolitan District shall maintain in full force and effect its customary liability and other insurance coverage as may be reasonable and prudent, taking into account the particular risks to be insured against and insurance practices of other local governments similarly situated. All contractors and agents of the Metropolitan District who perform work pursuant to the terms of the Landscape Easement shall have in effect good and sufficient worker's compensation insurance coverage as required by law for all persons who perform such work, and shall maintain in full force and effect good and sufficient commercial general liability insurance. To the extent not prohibited by law, the Metropolitan District agrees to defend, indemnify and hold harmless the Grantor from any liability for damages or injury to any person or property arising from or occasioned by the construction, maintenance or the operation, by the Metropolitan District, of such Improvements, if such damage or injury is caused by act or omission of the Metropolitan District, its employees, agents or contractors.

Section 2.14. ***Utility Easement.***

Developer hereby intends hereby to create, and these Covenants do create, a blanket easement upon, across, over and under Tracts A, B, C, D, E and F, Shalom Park Subdivision Filing No. 4, County of Arapahoe, State of Colorado and any portion of the Property owned by Developer for utilities and the installation, replacement, repair and maintenance of utilities facilities, including, but not limited to, such facilities for providing and/or metering utility services to the Property or any Lots and/or Units thereon, such as water, sewer, gas, telephone, electricity, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Property and to install, repair, and maintain water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company, or the Metropolitan District furnishing a service or monitoring a service covered by the general easement created herein requests a specific easement by separate recordable document, Developer reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Property without conflicting with the terms hereof; provided, however, that such right and authority shall cease and terminate upon the earlier of ten (10) years after recordation of these Covenants in the real property records of the County, or conveyance by Developer of the last Unit to the first Owner thereof (other than Developer). The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement(s), and does not apply to the area of a Unit or Lot occupied by the footprint of any building constructed on a Unit or Lot.

Section 2.15. ***No Liability.***

The ARC, the Metropolitan District, the Person who then has the authority to appoint the ARC, as well as any representative or committee appointed by the ARC, shall not be liable in equity or damages to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve (which may be with conditions and/or requirements) or disapprove, in regard to any matter. In reviewing or approving any matter, the ARC is not responsible for the safety, whether structural or otherwise, of the Improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor compliance with any other standards or regulations, and any approval (which may be with conditions and/or requirements) of an Improvement by the ARC does not constitute an approval of any such matters and does not constitute a warranty by the ARC to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants' intended use. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the ARC.

Section 2.16. ***Variance.***

The ARC may grant reasonable variances or adjustments from any conditions and restrictions imposed by Article 2 of these Covenants, or by the Guidelines, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments may be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood, and does not militate against the general intent and purpose hereof. However, any variance that may be granted under this Section is only a variance from the requirements of the applicable Governing Document for the individual applicant or Unit, and is not a variance from the requirements of any applicable governmental or quasi-governmental agency or entity. No granting of a variance or adjustment to any one applicant/Owner shall constitute a variance or adjustment, or the right to a variance or adjustment, to any or all other applicants, Owners or Units.

Section 2.17. ***Waivers; No Precedent.***

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

Section 2.18. ***Developer and Builder Exemption.***

2.18.1. The Developer is exempt from this Article and all provisions of the Governing Documents that require ARC review or approval, except for the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in subsection 2.3.3 of these Covenants).

2.18.2. Notwithstanding anything to the contrary, as long as, and to the extent that, a Builder has received written architectural approval from the Developer for one or more matters, such Builder is, as to Developer-approved Improvements, exempt from this Article and all provisions of the Governing Documents that require ARC review or approval of such matters, except for the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in subsection 2.3.3 of these Covenants).

ARTICLE 3. RESTRICTIONS

Section 3.1. ***General.***

The Property is subject to all covenants, conditions, restrictions, requirements, easements, licenses, and other provisions of all documents recorded in the office of the Clerk and Recorder of the County, as amended, including those stated on the recorded plats of the Property, or any portion thereof, but only as and to the extent provided in such documents. In addition, the Developer declares that, subject to Section 5.4 hereof, all of the Units shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in these Covenants.

Section 3.2. ***Compliance with Law.***

All Owners, and all other Persons, who reside upon or use any Unit or any other portion of the Property, shall comply with all applicable statutes, ordinances, laws, regulations, rules and requirements of all governmental and quasi-governmental entities, agencies and authorities; but, neither the Developer, the ARC or the Metropolitan District has any obligation or duty whatsoever to enforce compliance with the statutes, ordinances, laws, regulations, rules and requirements of governmental and quasi-governmental entities, agencies and authorities.

Section 3.3. ***Residential Use; Professional or Home Occupation.***

Subject to Section 5.4 of these Covenants, Units may be used for residential use only, including uses which are customarily incident thereto, and may not be used at any time for business, commercial or professional purposes except that Owners may conduct home occupations and business activities within their residences to the extent permitted by, and in compliance with, the ordinances of the City and any Guidelines and Rules and Regulations that do not conflict with such ordinances.

Section 3.4. ***Animals.***

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the City, as applicable, and any Guidelines and/or the Rules and Regulations that do not conflict with such the ordinances of the City, as applicable. An Owner's

right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

Section 3.5. ***Temporary Structures; Unsightly Conditions.***

Except as hereinafter provided, no structure of a temporary character, including a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Unit; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures, offices and trailers for construction, marketing, sales or storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects, shall be so located on any Unit as to be visible from a street or from any other Unit.

Section 3.6. ***Miscellaneous Improvements.***

3.6.1. No advertising or signs of any character other than political signs may be erected, placed, permitted, or maintained on any Unit other than a name plate of the occupant and a street number, and except for a "**For Sale**," "**Open House**," "**For Rent**," or security sign of not more than five (5) square feet in the aggregate; except that signs advertising garage sales, block parties, or similar community events, may be permitted if the same are in accordance with the Guidelines and applicable laws or have been submitted to the ARC for review and written approval (which may be with conditions and/or requirements), prior to posting of such signs. Notwithstanding the foregoing, any signs, billboards or other advertising may be placed by the Developer or by any Builder (with the prior, written approval of the Developer), without regard to the foregoing or any limitations, requirements, specifications or other provisions of the Governing Documents, the ARC, or the Metropolitan District, and without any approval of the foregoing (except as stated earlier in this sentence).

3.6.2. No wood piles or storage areas may be so located on any Unit as to be visible from a street or from the ground level of any other Unit.

3.6.3. No types of refrigerating, cooling or heating apparatus are permitted on a roof, except as permitted by law, and then only with the prior, written approval of the ARC. Further, no such apparatus are permitted elsewhere on a Unit other than on the ground, except when appropriately screened and approved in writing by the ARC.

3.6.4. No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type may be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Developer or by any Builder during its sales or construction of the Units; and provided further, however, that the requirements of this subsection do not apply to those "**antenna**" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996

and/or applicable regulations, as amended. As to "**antenna**" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended, the ARC is empowered to adopt Rules and Regulations governing the types of "**antenna**" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or applicable regulations, as amended, establish reasonable, non-discriminatory restrictions relating to appearance, safety, location, maintenance, and other matters.

3.6.5. No fences, other than fences constructed or installed by the Developer or a Builder (with the prior, written approval of the Developer), are permitted, except with the prior, written approval (which may be with conditions and/or requirements) of the ARC. Any fence(s) constructed on a Unit shall be maintained, repaired and replaced by the Owners of that Unit.

3.6.6. The ARC may not effectively prohibit renewable energy generation devices or the installation or use of any energy efficient measures, provided that the ARC may adopt reasonable aesthetic rules and regulations concerning dimensions, placement or external appearance of such devices or measures to the extent such rules and regulations do not conflict with or violate applicable laws.

Section 3.7. ***Vehicular Parking, Storage and Repairs.***

3.7.1. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, may only be parked in enclosed garages or specific areas, if any, which may be designated by the ARC. This restriction, however, does not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property, or any Improvements located thereon, and such restriction does not prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency, or emergency service vehicles. Stored vehicles and vehicles which are inoperable or do not have current operating licenses are not be permitted on the Property except within enclosed garages. For purposes of this Section, the ARC may determine whether a vehicle is considered "**stored**". For example, a vehicle may be considered to be "**stored**" if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval (which may be with conditions and/or requirements) of the ARC.

3.7.2. No activity, including maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Property unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of any and all

necessary safety measures, precautions and ventilation. However, the foregoing restrictions do not prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Unit, together with those activities normally incident and necessary to such washing and polishing.

3.7.3. Garages shall not be converted for habitable living space or for storage which prevents the parking of automobiles therein. No Owner and no invitee of an Owner shall park or permit to be parked any vehicle upon a driveway on a Lot or street within the community known as Shalom Park Subdivision Filing No. 3, in such a manner as to block, impair or impede access to any other Owner's garage, or otherwise in violation of the Rules and Regulations (as defined below), including any posted parking regulations. The ARC also has the right and authority to reserve guest parking spaces within any tracts owned by the Metropolitan District, including any roadways. The guest parking spaces shall be posted or otherwise identified as guest parking and shall not be used for the parking of vehicles owned or leased by Lot Owners or occupants.

3.7.4 In the event the ARC determines that a vehicle is parked or stored in violation of subsections 3.7.2 or 3.7.3 hereof, then the ARC shall deliver a written notice describing said vehicle to the owner thereof (if such owner can be reasonably ascertained) or shall conspicuously place such notice upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the ARC, then the ARC may have the vehicle removed at the sole expense of the owner thereof.

3.7.5 DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, AND THE ARC, HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF, THE PERFORMANCE OF ANY MAINTENANCE, SERVICING, REBUILDING, REPAIR, DISMANTLING, OR REPAINTING OF ANY TYPE OF VEHICLE, BOAT, TRAILER, MACHINE OR DEVICE OF ANY KIND, BY ANY OWNER OR OTHER PERSON.

Section 3.8. ***Nuisances.***

No nuisance is permitted which is visible within or otherwise affects any portion of the Property. A "**nuisance**" includes violation of Section 3.2 of these Covenants.

Section 3.9. ***No Hazardous Activities; No Hazardous Materials or Chemicals.***

No activities shall be conducted on any Unit which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Unit (except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace or outdoor fire pit powered by natural gas, propane or something similar). Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit, except such as may be contained in

household products normally kept at homes for use of the residents thereof, and in such limited quantities so as not to constitute a hazard or danger to person or property.

Section 3.10. ***Lights.***

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare.

Section 3.11. ***Restrictions on Trash and Materials.***

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on a Unit, except inside a residence, nor shall such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of trash or recycling pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Unit. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Finally, trash removal services may be subscribed to by the Metropolitan District on behalf of the residents of the Property and, if so, the governing board of the Metropolitan District may determine the scope, frequency, and all other matters, with regard to such trash removal services; and the Owners shall pay their proportionate share of such trash removal services, as determined by the governing board of the Metropolitan District.

Section 3.12. ***Trash Removal Services and Recycling.***

Developer requires centralized household trash removal and recycling services for the Lots and/or Units (but not including the removal of construction waste). Without limiting its authority, the Metropolitan District may levy and collect fees, charges, and other amounts to be imposed upon the Lots and/or Units for such household trash removal and recycling services; provided, however that such fees, charges and other amounts must be derived from within the Metropolitan District boundaries where the household trash removal and recycling services are required or performed. The scope, frequency, and all other matters with respect to such trash removal and recycling services, shall be determined by the Metropolitan District. Without limiting the generality of the foregoing, the Metropolitan District may, for example, as a part of establishing rules and regulations related to the enforcement of the covenant to provide centralized household trash removal and recycling services, elect to provide for regularly scheduled trash pick-ups and recycling, but may require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or other recycling and may limit the items eligible for trash pick-up and/or recycling from time to time. In the event that the Metropolitan District does not administer trash removal and/or recycling services for the Property, the Metropolitan District shall enforce this covenant by coordinating the centralized trash removal and recycling services for the Lots and/or Units, including, without limitation, the levy and collection of fees, charges, and other amounts to be imposed upon the Lots and/or Units for such trash removal and recycling services; provided, however that such fees, charges and other amounts must be derived from within the applicable

Metropolitan District boundaries where the trash removal and recycling services are required or performed.

Section 3.13. ***Units to be Maintained.***

Subject to Section 3.5 hereof, each Unit (including the roof, exterior walls, and windows thereof, and adjacent tree lawn areas) shall at all times be maintained, repaired and replaced in a good, clean and sightly condition by the Owners of such Unit. Any concrete foundation components and concrete post-tension slab that is installed as part of the construction of any Units on the Property or any geogrid extending underground from any retaining wall on or adjacent to a Lot shall not be cut, drilled, removed or modified by any Owner unless such work is performed in accordance with plans prepared by a licensed structural engineer.

Section 3.14. ***Leases.***

The term "**lease**," as used herein, includes any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include month-to-month rentals and subleases of not less than 30 days. Any Owner has the right to lease his Unit, or any portion thereof, as long as all leases provide that the terms of the lease and lessee's occupancy of the leased premises are subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the Governing Documents, in any respect, constitutes a default under the lease.

Section 3.15. ***Landscaping.***

Within the time frames as hereinafter provided, subject to applicable "**force majeure**" delays as determined by the ARC, the Owner of each Unit (other than Developer or a Builder) shall install landscaping on all portion of the Unit which is not covered by a building or other Improvement, as well as on the tree lawn areas adjacent to such Unit. The Owner of each Unit (other than Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then: within one hundred (180) days after acquisition of such Unit by such Owner, if said acquisition occurs between April 1 and July 31; or, by the following July 31, if such acquisition does not occur between April 1 and July 31. Landscaping plans must be submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval must be obtained prior to the installation of landscaping, in accordance with Article 2 of these Covenants. Except to the extent maintained by the Metropolitan District as contemplated under Section 2.13.2 above, each Owner shall maintain all landscaping on such Owner's Unit, and on adjacent tree lawn areas, in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping.

Section 3.16. ***Grade and Drainage; Irrigation Recommendations; Drainage Easement; Maintenance of Surface Drainage Improvements; Utility Services.***

3.16.1. Each Owner shall maintain the grading upon his Unit, and grading around the building foundation, at the slope and pitch fixed by the final grading thereof, so

as to maintain the established drainage. Each Owner agrees that he will not in any way interfere with the established drainage pattern over his Unit. In the event that it is necessary or desirable to change the established drainage over any Unit, then the Owner thereof shall submit a plan to the ARC for review and approval (which may be with conditions and/or requirements), in accordance with Article 2 of these Covenants, and any such change shall also be made in accordance with all laws, regulations, requirements and resolutions of all applicable governmental entities. For purposes of this Section, "**established drainage**" is defined as the drainage which exists at the time final grading of a Unit by the Developer, or by a Builder, is completed.

3.16.2. The Owner of a Unit should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the dwelling unit or any slab on the Unit. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the Owner of the Unit should water such shrubbery by "**controlled hand-watering**," and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls and slabs.

3.16.3. Developer reserves to itself and to the Metropolitan District the right to enter in and upon each rear, front and side yard drainage easements of record, at any time, to construct, repair, replace or change drainage pipes, structures or drainage ways, or to perform such grading, drainage or corrective work as Developer or the Metropolitan District may determine.

3.16.4 To the extent authorized by its Service Plan and applicable law, and without limiting its authority, the Metropolitan District may provide trash collection service for all or a portion of the Units and levy and collect fees, charges, and other amounts for such trash collection service from any Units receiving such trash collection service.

ARTICLE 4. ALTERNATIVE DISPUTE RESOLUTION

Section 4.1. ***Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.***

4.1.1. Each Bound Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims (as defined below) to the procedures set forth in Section 4.6 hereof.

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

4.1.3. Any applicable statute of limitation applies to the alternative dispute resolution procedures set forth in this Article.

Section 4.2. ***Definitions Applicable to this Article.***

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

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

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

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

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

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

4.2.6. "**Respondent**" means any Bound Party against whom a Claim is asserted.

Section 4.3. ***Commencement or Pursuit of Claim Against Bound Party.***

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

4.3.2 Prior to any Bound Party commencing any proceeding against another Bound Party, the Respondent has the right to be heard by the Claimant, and to

access, inspect, correct the condition of, or redesign, any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 4.4. ***Claims.***

Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of Section 4.6 hereof. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 4.6 hereof:

4.4.1 any action by the ARC, the governing board of the Metropolitan District, or the Developer, to enforce these Covenants, or any provision(s) of the Guidelines or the Rules and Regulations (as hereinafter defined), including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief), any and all enforcement actions by the Metropolitan District as set forth in Section 5.2.2 hereof, and such other ancillary relief as a court may deem necessary;

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

4.4.3 any suit in which any indispensable party is not a Bound Party; and

4.4.4 any suit between an Owner and Builder, which does not include Developer, with respect to construction of a home on a Unit.

4.4.5 any action governed by the terms of any alternative dispute resolution provisions contained in any recorded party wall agreement and declaration encumbering the Property.

Section 4.5. ***Mandatory Procedures.***

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

4.5.1 the nature of the Claim, including all Persons involved and Respondent's role in the Claim;

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

4.5.3 the proposed remedy; and

4.5.4 the fact that Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that

Claimant will meet with Respondent not sooner than thirty (30) days after such inspection to discuss in good faith ways to resolve the Claim.

Section 4.6. ***Final, Binding Arbitration.***

4.6.1 If Claimant desires to pursue the Claim, Claimant shall initiate final, binding arbitration of the Claim with JAG, in accordance with the then-current rules of JAG. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, there shall be one arbitrator who shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

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

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

ARTICLE 5. GENERAL PROVISIONS

Section 5.1. ***Rules and Regulations.***

Rules and regulations, if any, concerning and governing the Property, may be promulgated, adopted, enacted, modified, amended, repealed, and re-enacted by the governing board of the Metropolitan District ("**Rules and Regulations**") and such actions shall not be construed as an amendment to these Covenants requiring processing under Section 5.6, hereof. The Rules and Regulations, if any, may state procedural requirements, interpretations, clarifications and applications of any provision(s) of these Covenants or the Guidelines and law, and may include blanket requirements, blanket interpretations, and blanket applications. The governing board of the Metropolitan District has the authority to adopt or vary one or more Rules and Regulations that are different for different types of Units, if any. Any Rules and Regulations, if any, shall not be inconsistent with or contrary to these Covenants.

Section 5.2. ***Enforcement.***

5.2.1 Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in these Covenants, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity, but Claims subject to Article 4 will be subject to the

alternative dispute resolution procedures set forth in Article 5. The Developer, the ARC and the Metropolitan District, and any aggrieved Owner, has the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy is exclusive of other remedies that may be available. Except as otherwise provided in Article 4 of these Covenants, in any action instituted or maintained under these Covenants or any other such documents, the prevailing party shall be awarded its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums; except that, any Person who brings an action against the Developer, any Builder, the Metropolitan District, or the ARC, regarding enforcement, or non-enforcement, of any provision(s) of the Governing Documents, shall not be awarded their costs and any attorney fees. Failure by the Developer, the ARC, the Metropolitan District, or any Owner, to enforce any covenant, restriction or other provision contained in these Covenants, shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of these Covenants, regardless of the number of violations or breaches that may occur.

5.2.2 The foregoing includes the right of the Metropolitan District to: send demand letters and notices; charge interest and/or late charges; levy and collect fines; impose liens (as provided in C.R.S. Section 32-1-1001(j)(1), as amended); and negotiate, settle and/or take any other actions, with respect to any violation(s), or alleged violation(s), of any of the Governing Documents.

Section 5.3. ***Severability.***

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

Section 5.4. ***Rights and Easements of Developer and Builders.***

Notwithstanding anything to the contrary contained in the Governing Documents, it is expressly permissible and proper for Developer and each Builder, and their respective employees, agents, and contractors, to perform all activities, and maintain Improvements, tools, equipment, and facilities, on the portion of the Property owned by them and also on public property, incidental to development, construction, use, rental, sale, occupancy, and/or advertising. The foregoing includes locating, maintaining and relocating management offices, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations on the portion of the Property owned by them and also on public property, as determined by the Developer or applicable Builder. In addition, nothing contained in these Covenants limits the rights of Developer, or require the Developer, to obtain approvals:

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

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

5.4.3 to seek or obtain any approvals under these Covenants for any such activity.

Section 5.5. ***Conflict of Provisions.***

In the case of any conflict between any of the Governing Documents, these Covenants control.

Section 5.6. ***Duration, Revocation and Amendment.***

5.6.1 Each and every provision of these Covenants run with and bind the Property perpetually from the date of recording of these Covenants. Subject to subsections 5.6.2 and 5.6.5 of these Covenants, these Covenants may be amended, supplemented and/or terminated, by the affirmative vote or agreement of the Owners of sixty-seven percent (67%) of the Units, but the Metropolitan District shall not be required to comply with or enforce any Owner-adopted amendments, supplements or termination, until such time as the governing board of the Metropolitan District receives a recorded copy of such amendment, supplement and/or termination, and shall not be required to enforce any such amendments or supplements that are ultra vires.

5.6.2 Until all of the Units have been conveyed to the first Owners thereof other than the Developer or a Builder, no amendment, supplement or termination of these Covenants shall be effective, without the prior written approval of the Developer, which may be with conditions and/or requirements. This subsection 5.6.2 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

5.6.3 These Covenants may be amended, in whole or in part, by the Developer without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, including the department of housing and urban development, the federal housing administration, the veterans administration, the federal home loan mortgage corporation, the government national mortgage association, and the federal national mortgage association. This subsection 5.6.3 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

5.6.4 Notwithstanding anything to the contrary, these Covenants may be amended, in whole or in part, by the Developer without the consent or approval of any other Owner, any Builder, the Metropolitan District, or any other Person, in order to correct any clerical, typographical, technical or other errors in these Covenants and/or to clarify any provision(s) of these Covenants. This subsection 5.6.4 shall be in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

5.6.5 Each Amendment to these Covenants enacted by the a vote or agreement of Owners of Units shall be applicable only to disputes, issues, controversies, circumstances, events, claims or causes of action that arose out of acts, omissions, events or other circumstances that occurred after the date of recording of such amendment in the real property records of the County, and no such amendment shall be applied retroactively (i) to any disputes, issues, controversies, circumstances, events, claims or causes of action that arose out of acts, omissions, events or other circumstances that occurred before the date of recording of such amendment in the County, or (ii) to impair the rights or obligations of any Person, including Developer, as originally set forth in these Covenants. This subsection may not be amended without the written consent of the Developer.

5.6.6 Notwithstanding anything in these Covenants to the contrary, the terms and provisions of Article 4 insure to the benefit of Developer, are enforceable by Developer and shall not ever be amended without the prior written consent of Developer and without regard to whether Developer owns any portion of the Property at the time of such amendment.

Section 5.7. ***Minor Violations of Setback Restrictions.***

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section prevents the prosecution of a suit for any other violation of these Covenants or the Guidelines, if any. A "**minor violation**," for the purpose of this Section, is a violation of not more than two (2) feet beyond the required setback lines or Unit lines. This provision applies only to the original structures and is not applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 5.8. ***Subdivision or Replatting of Units.***

The Developer hereby reserves the right to subdivide or replat any Unit(s) owned by the Developer. Each such subdivision or replatting may change the number of Units in the Property. The foregoing reservation includes the right to move any lot line(s) on Unit(s) for the purpose of accommodating Improvements which are, or may be constructed. This Section 5.8 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.9. ***Annexation.***

The Developer may annex to the Property additional real estate (including Improvements), including any real estate (including Improvements) which may previously have been withdrawn from the Property. Each such annexation, if any, shall be accomplished by recording in the County, of an annexation document that expressly states that the real estate (including Improvements) described therein shall be subject to these Covenants and all terms and provisions hereof. However, any such annexation may include provisions which, as to the real estate (including

Improvements) described therein, adds to or changes the rights, responsibilities and other provisions of these Covenants. Any such additional or changed provisions may be amended, supplemented, and/or terminated, with the consent of the Owners of 67% of the Units to which such provisions apply. The first three (3) sentences of this Section 5.9 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.10. ***Withdrawal.***

The Developer reserves the right to withdraw the Property, or any portion thereof, including one or more Units, from these Covenants, so long as the Developer owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be effected by the Developer recording a withdrawal document in the office of the Clerk and Recorder of the County. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate (including Improvements) from these Covenants so that, from and after the date of recording a withdrawal document, the real estate (including Improvements) so withdrawn is not a part of the "**Property**". This Section 5.10 will remain in effect until conveyance of all the Units to the first Owners thereof, other than the Developer or any Builder.

Section 5.11. ***Notices.***

Any notice permitted or required in these Covenants is effective upon the earlier to occur of (i) personal delivery upon the Person to whom such notice is to be given; or (ii) two (2) days after deposit in the United States mail, postage prepaid, addressed to the Owner at the address for such Owner's Unit.

Section 5.12. ***Limitation on Liability.***

The Developer, any Builder, the Metropolitan District, the ARC, and their respective directors, officers, shareholders, members, partners, agents and employees, are not liable to any Person for any action or for any failure to act arising out of any of the Governing Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the Metropolitan District does not waive, and no provision of these Covenants shall be deemed a waiver of, the immunities and limitations to which the Metropolitan District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.13. ***No Representations, Guaranties or Warranties.***

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Developer, any Builder, the Metropolitan District, the ARC, or their respective officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or

regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.14. ***Disclaimer Regarding Safety.***

DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, THE ARC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A UNIT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, THE ARC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE GOVERNING DOCUMENTS, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 5.16 (WAIVER) APPLIES TO THIS SECTION.

Section 5.15. ***Development Within and Surrounding the Property.***

Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Developer, any Builders, the Metropolitan District, the ARC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 5.16 (Waiver) applies to this Section.

Section 5.16. ***Waiver.***

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Developer, each Builder, the Metropolitan District, the ARC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in these Covenants, including but not limited to those contained in Sections 5.12, 5.13, 5.14 and 5.15.

Section 5.17. ***Headings.***

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

Section 5.18. ***Gender.***

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

Section 5.19. ***Action.***

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

Section 5.20. ***Sole Discretion.***

All actions which are taken by, or on behalf of, the Developer, any Builder, the Metropolitan District, the governing board of the Metropolitan District, the ARC, or any other Person, shall be deemed to be taken "**in the sole discretion**" of such Person.

Section 5.21. ***Use of "Include," "Includes," and "Including".***

All uses, in these Covenants, of the words "**include**," "**includes**," and "**including**," will be construed to include the words "**without limitation**" immediately thereafter.

Section 5.22. ***Runs with the Land; Binding Upon Successors.***

The benefits, burdens, and all other provisions contained in these Covenants are covenants running with and binding upon the Property and all Improvements which are now or hereafter located on the Property. The benefits, burdens, and all other provisions contained in these Covenants are binding upon, and inure to the benefit of the Developer, the Builders and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns; but, no Person becomes a "**Developer**" or a "**Builder**" under these Covenants, except by written assignment or designation, as more fully provided in Sections 1.4 or 1.2 of these Covenants, respectively.

Section 5.23. ***Easement for Encroachments.***

To the extent that any Improvement on any Unit encroaches onto another Unit, a valid easement for the encroachment exists. In addition, to the extent that any Improvement or utilities located within a tract of land owned by the Metropolitan District or any other governmental or quasi-governmental entity and adjacent to a Unit, as shown on a recorded subdivision plat, encroaches onto a Unit by no more than 24 inches, a valid easement for the encroachment exists. The Metropolitan District or other governmental or quasi-governmental entity that owns an Improvement or utility that

encroaches onto a Unit shall be responsible for maintaining that portion of such Improvement or utility that encroaches into the Unit.

Section 5.24. ***Governmental Immunity.***

Nothing herein shall be construed as a waiver of the rights and privileges of the Metropolitan District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 19 day of December, 2018.

DEVELOPER:

CENTURY AT BELLEVIEW PLACE, LLC,
a Colorado limited liability company

By: _____
Name: Brian Mulqueen
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 19th day of DECEMBER 2018, by Liesel Cooper, as Vice President of CENTURY AT BELLEVIEW PLACE, LLC.

Witness my hand and official seal.

{S E A L}

SHARLENE KOLLHOFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20074004725
MY COMMISSION EXPIRES FEBRUARY 01, 2019

_____
Notary Public
My Commission expires: 02/01/2019

CONSENT OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT

The undersigned, Belleview Place Metropolitan District, hereby consents to the aforesaid Covenants and Restrictions of Belleview Place Townhomes.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10 day of January, ~~2018~~ 2019. NB

BELLEVIEW PLACE METROPOLITAN DISTRICT

By: Eric Dome
Name: Eric Dome
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 10 day of January, ~~2018~~ 2019, NB by ERIC Dome as President of BELLEVIEW PLACE METROPOLITAN DISTRICT.

Witness my hand and official seal.

{SEAL}

NANCY BROWN
Notary Public – State of Colorado
Notary ID 20094027849
My Commission Expires Aug 27, 2021

Nancy Brown
Notary Public
My Commission expires: 8-27-2021

EXHIBIT A
TO
COVENANTS AND RESTRICTIONS
OF BELLEVIEW PLACE TOWNHOMES

(Property)

Lots 1 through 90 inclusive,
Shalom Park Subdivision Filing No. 4,
City of Aurora, County of Arapahoe, State of Colorado.

COVENANTS AND RESTRICTIONS OF BELLEVIEW PLACE TOWNHOMES

TABLE OF CONTENTS

DESIGN GUIDELINES
AND
RULES AND REGULATIONS

OF

BELLEVIEW PLACE
METROPOLITAN DISTRICT

Adopted by the Board of Directors on Date

TABLE OF CONTENTS

1 INTRODUCTION

1.1 Basis for Design Guidelines and Rules and Regulations

These Design Guidelines and Rules and Regulations (the "Guidelines") are intended to assist Owners living in the Belleview Place community (the "Community"). Pursuant to the Covenants and Restrictions of Belleview Place ("Covenants"), recorded at Reception No. 2018000089029 the Belleview Place Metropolitan District ("District") is authorized to adopt rules and regulations for the Community.

1.2 Definitions

All capitalized words and phrases used in these Guidelines shall have the meaning provided in the Declaration unless otherwise defined herein.

1.3 Contents of Guidelines

In addition to the introductory material, these Guidelines contain (A) a summary of procedures for obtaining approval from the ARC (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of person(s), representatives or a committee appointed to review requests for approval of architectural or site changes.

1.5 ARC Contact Information

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	FAX	E-MAIL
Peggy Ripko Special District Management Services	(303) 987-0835	(303) 987-2032	pripko@sdmsi.com

1.6 Effect of Declaration

The Declaration governs the Community. Each Owner should review and become familiar with the Declaration. Nothing in these Guidelines supersedes or alters the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration will control.

1.7 Effect of Governmental and Other Regulations

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact Arapahoe County ("County") and the City of Centennial ("City") for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

1.8 Interference with Utilities

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

Utility Notification Center of Colorado
1-800-922-1987

1.9 Goal of Guidelines

Compliance with these Guidelines and the provisions of the Declaration will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the ARC's interpretation shall be final and binding.

2 PROCEDURES FOR ARC APPROVAL

2.1 General

The procedures set forth in this Article 2 are intended to clarify the terms, provisions and requirements of Article 2 of the Declaration. In the event of any conflict between these

Guidelines and the Declaration, the terms of Article 2 in the Declaration shall control. As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required if the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form ("ARR"), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, in duplicate, (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required) prior to commencement of work on any Improvement to property. In most cases, the materials to be submitted will *not* have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient. In the case of major improvements detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

A. The drawing or plan should be done to scale and shall depict the property lines of your Lot and the outside boundary lines of the home as located on the Lot. If you have a copy of an improvement survey of your Lot obtained when you purchased it, this survey would be an excellent base from which to start.

B. Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.

C. The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot, and the e-mail address and telephone number where the Owner can be reached.

D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.

E. Owners should be aware that many Improvements require a permit from the County, the City or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.

F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.

G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

2.3 Submission of Drawings and Plans

Two copies of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

2.4 Action by ARC

The ARC review plans as they are submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed approved by the ARC.

2.5 Revisions and Additions to Approved Plans

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

2.6 Completion of Work

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one year from the date of the approval or such other date as may be set forth in the approval or as set forth in the Declaration (the "Completion Deadline"), shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to

individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

2.7 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Section.

2.8 Notice of Non-Compliance

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the ARC shall notify the District, and the District shall then notify the applicant in writing of the non-compliance (the "Notice of Non-Compliance"). The Notice of Non-Compliance shall specify the particulars of the non-compliance.

2.9 Correction of Non-Compliance

If the ARC determines that a non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option and if allowed by applicable law, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance in accordance with the Declaration and applicable law. The Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.10 Amendment

These Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC, with the approval of the Person authorized to appoint the ARC, as changing conditions and/or priorities dictate.

2.11 Questions

If you have any questions about the foregoing procedures, feel free to call the ARC at the phone number and address listed in the Section 1.5 of these Guidelines.

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS

3.1 General

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

3.1.1 Variances

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require, as outlined in the Covenants.

3.1.2 No Unsightliness

No unsightly conditions, structures, facilities, equipment or objects, shall be so located on any Unit as to be visible from a street or from any other Unit.

3.1.3 Waivers; No Precedent

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

3.1.4 Liability

The ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to

property with respect to architectural requests and shall not be liable for any disputes relating to the same.

3.2 Additions and Expansions

Additions or expansions will not be approved.

3.3 Address Numbers

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

3.4 Air Conditioning Equipment

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

3.5 Animals*

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the City. An Owner's right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

3.6 Antennae/Satellite Dishes

3.6.1 General Provisions

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna

which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Lots to the maximum extent possible, and placement shall be made in the following order of preference:

(1) Inside the structure of the house, not visible from the street
(2) Rear yard or side yard, behind and below the fence line
(3) Rear yard or side yard, mounted on the house, in the least visible location below roofline
(4) Back rooftop
(5) Front yard screened by and integrated into landscaping

B. If more than one (1) location on the Lot allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.

C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

3.6.2 Installation of Antennae/Satellite Dishes

A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.

B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.

C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.

D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.

E. All other antennas, not addressed above, are prohibited.

3.7 Awnings

Approval is required and Owners must comply with all requirements of the County and the City. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See Section 3.34, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.8 Balconies

See Section 3.16, Decks.

3.9 Barbecue/Gas Grills

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

3.10 Basketball Backboards

Basketball backboards are not permitted.

3.11 Birdbaths

Birdbaths are not permitted.

3.12 Birdhouses and Bird Feeders

Birdhouses and bird feeders are not permitted.

3.13 Carports

Approval will not be granted.

3.14 Clothes Lines and Hangers

Approval is not required, subject to the following limitations. Clotheslines may not be placed in any areas owned or maintained by the Metropolitan District. Fixed clotheslines and hangers are not permitted.

3.15 Cloth or Canvas Overhangs

See Section 3.34, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.16 Decks

Existing decks cannot be extended. Changing existing railings and/or balusters require approval.

3.17 Dog Houses

Dog houses will not be approved.

3.18 Dog Runs

Dog runs will not be approved.

3.19 Doors

Approval is not required for an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

A. Storm Doors. Approval is not required for storm doors as long as the door is complimentary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.

B. Security Doors and Windows. All security or security-type doors and windows must be approved prior to installation.

3.20 Drainage

The Covenants require that there be no interference with the established drainage pattern over any property. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be tolerated.

3.21 Driveways

Approval is required for any changes or alterations to driveways. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.

3.22 Evaporative Coolers

Approval is required. No rooftop or window mount installations are allowed.

See Section 3.4, Air Conditioning Equipment.

3.23 Exterior Lighting

See Section 3.31, Lights and Lighting.

3.24 Fire Pits

Fire pits are not permitted.

3.25 Flags/Flagpoles

Approval is required for any freestanding flagpole; no pole can be placed in any areas owned or maintained by the Metropolitan District.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

A. The flag shall be no larger than three (3) feet by five (5) feet.

B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.

C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.

D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Lots.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Lot. The flag may not be larger the nine (9) inches by sixteen (16) inches.

3.26 Grading and Grade Changes

See Section 3.20, Drainage.

3.27 Hanging of Clothes

See Section 3.14, Clothes Lines and Hangers.

3.28 Hot Tubs and Jacuzzis

Hot rubs and Jacuzzis are not permitted.

3.29 Kennels

Approval will not be granted.

3.30 Landscaping

All landscaping is maintained by the Metropolitan District. Any alterations to landscaping will be removed at Owner's expense.

3.31 Lights and Lighting

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add exterior lighting.

Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

A. Considerations will include, but may not be limited to, the visibility, style and location of the fixture.

B. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).

C. Ground lighting is only permitting in planting beds directly adjacent to front and/or back porch. Any damage caused will be repaired at Owner's expense.

D. Holiday lighting and decorations do not require approval. It is required that they not be installed more than forty-five (45) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

3.32 Nuisances

No nuisance is permitted which is visible within or otherwise affects any portion of the Property. A "nuisance" includes violation of Section 3.2 of the Covenants.

3.33 Ornaments/Art

Not permitted in any areas owned or maintained by the Metropolitan District..

3.34 Overhangs/Sunshades/Awnings- Cloth or Canvas

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

3.35 Painting

Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

3.36 Patios

Existing patios cannot be extended. Changing existing railings and/or balusters require approval.

3.37 Pipes

Approval is required for all exterior pipes, conduits and equipment. Adequate screening may also be required.

3.38 Poles

See Section 3.25, Flags/Flagpoles.

3.39 Pools

Wading/temporary pools are not permitted in any areas owned or maintained by the Metropolitan District.

See Section 3.28, Hot Tubs and Jacuzzis.

3.40 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.41 Roofing Materials

Approval is required for all roofing materials other than those originally used by the

Builder. All buildings constructed on a Lot should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exist on the building.

3.42 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.43 Saunas

Not permitted.

3.44 Screen Doors

See Section 3.19, Doors.

3.45 Seasonal Decorations

Approval is not required if installed on a lot within forty-five (45) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

See Section 3.31, Lights and Lighting.

3.46 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

3.47 Shutters - Exterior

Approval is required is required for changes to the existing shutters. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the "accent" color of the home (typically the same as the front door or other accent details).

3.48 Siding

Approval is required.

3.49 Signs

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) feet in aggregate and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than 8" x 8"

Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Lot without approval, political signs shall not exceed 36" by 48" in size.

Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder.

3.50 Solar Energy Devices

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels.

3.51 Sunshades

See Section 3.34, Overhangs/Awnings – Cloth or Canvas

3.52 Swamp Coolers

See Section 3.4, Air Conditioning Equipment and Section 3.22, Evaporative Coolers

3.53 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.54 Trash and Recycling Containers

Trash and recycling containers, including trash bags used for overflow trash, cannot be placed at the curb until the day preceding the trash pick-up and must be removed by the end of the day following trash pickup.

3.55 Vanes

See Section 3.57, Weather Vanes and Directionals.

3.56 Vents

Vents installed in the roof must be approved prior to installation.

3.57 Weather Vanes and Directionals

Approval is required.

3.58 Wind Electric Generators

Approval is required and they cannot be placed on common area. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124 and any applicable regulations of the Colorado Public Utilities Commission.

3.59 Windows Replacement

Approval is not required if replacing with windows of like color and style. Approval is required if color or style is changing. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.60 Windows: Tinting, Security Bars, Well Covers, etc.

Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

Remainder of page intentionally left blank.

APPENDIX A: Architectural Review Request Form

ARCHITECTURAL REVIEW REQUEST FORM

FOR OFFICE USE ONLY
Date Received_____
Crucial Date _____

Belleview Place Metropolitan District
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

HOMEOWNER'S NAME(S): _____
ADDRESS: _____
EMAIL ADDRESS: _____
PHONE(S): _____

My request involves the following type of improvement(s):

☐ Landscaping ☐ Deck/Patio Slab ☐ Roofing ☐ Painting
☐ Other:

Include two copies of your plot plans, and describe improvements showing in detail what you intend to accomplish (see Article 2 of the Design Guidelines and Rules and Regulations of Belleview Place Metropolitan District. Be sure to show existing conditions as well as your proposed improvements and any applicable required screening. Example: if you will be building a storage shed, be sure to indicate lot size, fence locations, dimensions, materials, any landscape or other screenings, etc. (see the Guidelines for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Guidelines and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement at any time in order to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date:_____ Homeowner's Signature: _____

ARC Action:

- ☐ Approved as submitted
- ☐ Approved subject to the following requirements:

- ☐ Disapproved for the following reasons:

All work to be completed no later than: _____

DRC/ARC Signature: _____ Date: _____

SUBMITTAL FEES- $50

RESOLUTION NO. 2019-03-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS OF BELLEVIEW PLACE

A. The Belleview Place Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Colorado.

B. The District operates pursuant to its Service Plan approved by the City of Aurora on March 5, 2018, as the same may be amended and/or modified from time to time (the "**Service Plan**").

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district."

D. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power "to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district."

E. Belleview Place, LLC (the "**Developer**") has caused to be recorded the Declaration of Covenants and Restrictions of Belleview Place Townhomes, recorded on January 14, 2019, at Reception No. D9003535, of the Arapahoe County, Colorado, real property records, as the same may be amended and/or modified from time to time (the "**Covenants**") applicable to the real property within the District (the "**Property**").

F. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District's Service Plan, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

G. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.

H. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants.

I. Pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants.

J. The District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT, ARAPAHOE COUNTY, COLORADO THAT:

1. The Board of Directors of the District hereby adopt the Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("**Policies and Procedures**").

2. The Board of Directors declares that the Policies and Procedures are effective as of January 14, 2019.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2019-03-03]

APPROVED AND ADOPTED this 14th day of March, 2019.

BELLEVIEW PLACE METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary or Assistant Secretary

EXHIBIT A

POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS OF BELLEVIEW PLACE

Preamble

The Board of Directors of the Belleview Place Metropolitan District (the "**District**'), has adopted the following Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place ("**Policies and Procedures**") pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Declaration of Covenants and Restrictions of Belleview Place Townhomes, recorded on January 14, 2019, at Reception No. D9003535 of the Arapahoe County, Colorado real property records, and as may be amended from time to time (the "**Covenants**").

Pursuant to the Covenants, it is the intention of Century at Belleview Place, LLC (the **"Developer"**) to empower the District to provide covenant enforcement services to the residents of the District.

The District, pursuant to the provisions of its Service Plan, which was approved by the City of Aurora, on March 5, 2018, as it has been and may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the "District" made herein shall refer to the Belleview Place Metropolitan District and its Board of Directors. The District has retained a management company (the "**District Manager**") to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

ARTICLE 1.
SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These Policies and Procedures shall apply to the enforcement of the Covenants, including the Rules and Regulations and Design Review Guidelines adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of noncompliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 2.
VIOLATIONS OF THE COVENANTS

2.1 Violations. Any Person violating any provisions of the Covenants shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 2.3 below.

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice of

Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the District, can be corrected immediately and/or does not require submission to, and approval by, the District of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violation: a violation that, in the sole discretion of the District, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the District prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification. If the violation is not corrected within thirty (30) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement.

2.3 Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the "**Delinquent Account**").

a. First Offense – Notice of Violation, no penalty

b. Second Repeated Offense –Fee of up to $100.00

c. Third Repeated Offense – Up to $250.00

d. Continuing Repeated Violation – Up to $500 each day violation continues (each day constitutes a separate violation).

ARTICLE 3.
INTEREST

3.1 Interest. Interest charges shall accrue and shall be charged on all amounts not paid by the applicable due date, including delinquent penalties and any amounts expended by the District to cure a violation of the Covenants or amounts expended by the District to repair damages caused as a result of a violation of the Covenants. Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 4.
LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Fees and Charges, until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the for the lien against the Property created by the imposition of property

taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

4.2 District Manager's Procedures. The District Manager shall be responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges is delinquent, the District Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business days Past Due. A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the District Manager's records. In the event the above mailing is returned as undeliverable, the District Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the Arapahoe County, Colorado Assessor's office (collectively the "**Property Address**"). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A "Warning Letter" shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the District Manager shall also be sent.

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars ($120.00) and the District Manager has performed its duties outlined in these Policies and Procedures, the District Manager shall refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars ($120.00), the District Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars ($120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the District Manager shall provide General Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

4.3 General Counsel Procedures. Upon referral of a Delinquent Account from the District Manager, General Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the District Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to General Counsel for further collections enforcement, including the filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent

account ledger reflecting the total amount due and owing the District according to the records of the District Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Property with the County Clerk and Recorder's Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

ARTICLE 5.
COSTS OF COLLECTIONS

"Costs of Collections" are generated by the District Manager and General Counsel's collection efforts. They consist of the following fixed rates and hourly fees and costs:

5.1 Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the District Manager or General Counsel:

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the District Manager.

b. Warning Letter Fee. Fifteen Dollars ($15.00) per Warning Letter sent. This action is performed by the District Manager.

c. Demand Letter Fee. Fifty Dollars ($50.00) per Demand Letter sent. This action is performed by General Counsel.

d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars ($150.00) per Notice of Intent to File Lien Statement sent. This action is performed by General Counsel.

e. Lien Recording Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

f. Lien Release Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

5.2 Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs generated by General Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.3 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Policies and Procedures shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The District Manager and General Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the District Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the District on the Delinquent Account exceeds One Thousand Dollars ($1,000.00), neither the District Manager nor General Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars ($1,000.00) shall first submit a request for a waiver or reduction, in writing, to the District, and the District shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the District Manager nor General Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Property owner desire a waiver of such costs, she/he shall submit a written request to the District, and the District shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the District, District Manager, or General Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
OPPORTUNITY TO BE HEARD

7.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants.

7.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days

after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the District.

b. Hearing. In the event the decision of the District Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the District a written request for formal hearing before a hearing officer ("**Hearing Officer**"), which may be a member of the Board of Directors or such other Person as may be appointed by the Board of Directors. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the District Manager or designated representative was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Policies and Procedures have been met, the Hearing Officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) business days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Policies and Procedures. Decisions of the Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the District.

c. Rules. At the hearing, the Hearing Officer shall preside and the hearing shall be recorded. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

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

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Policies and Procedures that are the subject of the complaint. The Hearing Officer's decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the formal hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record

of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The District shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The District's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

f. District Board of Directors Findings. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board of Directors' meeting at which the appeal was considered. The Board of Directors will not reverse the decision of the Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

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

h. Costs. All costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and General Counsel fees.

ARTICLE 8.
PAYMENT PLANS

8.1 Payment Plans. Neither the District Manager nor General Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Property owner desire to enter into a payment plan with the District, such owner shall first submit a written request to the District and the District shall make the determination in its sole discretion.

ARTICLE 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the District Manager or General Counsel that would otherwise have been authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

10.1 Additional Actions. The District directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Policies and Procedures.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 Acts Not Applicable. Protective covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SEVERABILITY

12.1 Severability. If any term or provision of these Policies and Procedures is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Policies and Procedures as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 13.
SAVINGS PROVISION

13.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Fees and Charges as a perpetual lien subject to foreclosure in accordance with law. Failure by the District Manager, General Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Fees and Charges.