

BEEBE DRAW FARMS AUTHORITY

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, Colorado 80111
Tel: 303-779-5710 Fax: 303-779-0348

**A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at
www.colorado.gov/beebedrawfarms**

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term Expires:</u>
Paul “Joe” Knopinski	President	June 2023
Christine Hethcock	Vice-President	June 2022
Michael Welch	Treasurer	June 2023
Eric Wernsman	Assistant Secretary	June 2022
Lisa A. Johnson	Secretary	

DATE: October 13, 2021

TIME: 5:00 P.M.

PLACE: **THE AUTHORITY’S BOARD MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER AUTHORITY REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.**

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjA2MmQ2MTItODA2MC00ZTljLTlkYjYtNGUyOTNhMTI4MWZm%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d

Or call in: 720-547-5281, Conference ID: 174 291 501#

1. ADMINISTRATIVE MATTERS

- A. Present Disclosures and Potential Conflicts of Interest.
- B. Approve Agenda and confirm posting of meeting notices.
- C. Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive advice of legal counsel as to personnel matter and citizen complaints and strategy for proceeding.
- D. FIRST READING:
 - 1.
- E. SECOND READING:
 - 1.

F. EMERGENCY READING:

1.

2. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Review and approve Minutes of the August 18, 2021 Special Meeting (enclosed 001).
2. Ratify approval of payment of claims through the period ending September 30, 2021, as follows (enclosed - 002):

Total Claims: \$13,910.14

3. Consider approval of the Unaudited Financial Statements for the period ending August 31, 2021 (enclosed - 003).
4. Ratify approval of monetary contribution not to exceed \$300 for Trick or Treat Street community event.

3. PUBLIC COMMENT

A.

4. FINANCIAL MATTERS

A.

B. FIRST READING:

1. Acknowledge receipt of 2022 draft budgets from Beebe Draw Farms Metro Districts Nos. 1-2 (enclosed - 004a and 004b). Review 2022 draft budget and confirm date to hold public hearing to consider adoption of 2022 budget for November 10, 2021 (enclosed - 004c)

C. SECOND READING:

1.

D. EMERGENCY READING

1.

5. OPERATIONS & MAINTENANCE

- A. Update on lock replacements at the Sales and Information Center.
- B. Review end of year pool report and recommendations (enclosed - 005)
- C. FIRST READING:
 - 1. Authority consent (as successor in interest to the Districts) to the Amended and Restated Declaration (enclosed - 006).
- D. SECOND READING:
 - 1.
- E. EMERGENCY READING:

6. CAPITAL AMENITIES

- A. FIRST READING:
 - 1.
- B. SECOND READING:
 - 1.
- C. EMERGENCY READING:
 - 1.

7. INFRASTRUCTURE

- A. Filing No. 1:
 - 1.
- B. FIRST READING:
 - 1.
- C. SECOND READING:
 - 1.
- D. EMERGENCY READING:

1. Consider Approval of Professional Services Agreement with Acklam, Inc. for general professional land surveying services related to Pelican Lakes Ranch Filing 2 (enclosed – 007)
2. Consider approval of Professional Services Agreement with Delich Associates for traffic engineering services related to Filing 2.

8. LEGAL MATTERS

A.

B. FIRST READING:

1.

C. SECOND READING:

1.

D. EMERGENCY READING:

1.

9. OTHER BUSINESS

A.

10. ADJOURNMENT:

THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 10, 2021.

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY
HELD
August 18, 2021**

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, the 18th day of August, 2021, at 6:00 P.M. This meeting was held via Microsoft TEAMS. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Paul “Joe” Knopinski
Christine Hethcock
Michael Welch
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

Also In Attendance Were:

Lisa Johnson & Rebecca Gianarkis; CliftonLarsonAllen LLP
Alan Pogue, Esq.: Icenogle, Seaver, Pogue, P.C.
Bill Flynn; Simmons & Wheeler, P.C.

Tina Wernsman, Cindy Key, Nathan & Crystal Clark, Amos Kelly, Kent & Brenda Lewis, Stephanie Whhelihan and Carol Satersmoen; Members of the Public

**ADMINISTRATIVE
MATTERS**

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Johnson noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that Directors Welch, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

Agenda, Confirmation of Notice Posting: Ms. Johnson distributed for the Board’s review and approval a proposed agenda for the Authority’s special meeting.

Following discussion, upon motion duly made by President Knopinski,

seconded by Director Wernsman and, upon vote, unanimously carried, the agenda was approved as presented. Ms. Johnson noted meeting notices were posted as required.

FIRST READING:

1.

SECOND READING:

1. **Consider sending three Board members to the 2021 SDA Annual Conference:** Following discussion, upon a motion duly made by Director Wernsman, seconded by President Knopinski and, upon vote, unanimously carried the Board approved sending two Board members to the SDA conference.

EMERGENCY READING: None.

CONSENT AGENDA

The Board considered the following actions:

- Minutes of the July 14, 2021 Special Meeting.
- Ratify payment of claims through the period ending July 31, 2021 as follows: \$35,691.08
- Unaudited Financial Statements for the period ending June 30, 2021

Following discussion, upon motion duly made by Director Wernsman, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda as presented.

Public Comment: Ms. Satersmoen addressed the Board as a POA member and discussed a few events that the POA is considering that may affect the Authority Board or it's property. The Board is in support of the clean-up day scheduled in September, and confirmed that any items that are not acceptable will be hauled off by the POA, and the Authority's property will be left as it was found.

Ms. Wernsman inquired about an offer she made to the POA regarding the clean-up day, and stated she has not received a response. Ms. Satersmoen responded with an apology that no one has responded to her yet.

**FINANCIAL
MATTERS**

None.

FIRST READING: None.

SECOND READING:

1. **Approval of increase to the water tap fee and adoption of Resolution 2021-08-01 as follows: 1/2 water tap (budget) fee to \$27,000 and full water tap fee to \$57,000;** Director Hethcock presented the need for the increase to the Board. Following review and discussion, upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, Directors Hethcock, President Knopinski and Director Wernsman moved the motion to increase water fees with Director Welch voting against the increase.

EMERGENCY READING: None.

OPERATIONS AND MAINTENANCE

Proposal from Greeley Lock & Key regarding new locks and keys for Sales and Information Center: Ms. Johnson presented the proposal to the Board. Discussion ensued. Ms. Clark suggested the Board consider the Kantech system as an option. Ms. Wernsman questioned the usefulness of Kantech system as she had been provided with feedback that the system may not have worked as recently programmed. Ms. Clark addressed the issues this year regarding a particular employee use of the system. Directors Wernsman and Welch stated their support obtaining a proposal from Kantech, and the Board noted they will re-visit the system once this proposal is received.

Pool Closing Date for 2021: Ms. Clark provided a pool report to the Board with a suggested closing date of one week past Labor Day. She is suggesting an end-of-year event in conjunction with the POA. Ms. Clark also asked if the Board would be interested in a moonlight swim and doggie swim day.

Following discussion, upon a motion duly made by Director Welch, seconded by Director Wernsman and, upon vote, unanimously carried, the Board approved the closure date of the pool for September 12th, and the support for the end-of-year events presented by Ms. Clark for a moonlight swim and doggie swim day.

Replacement of resident mailbox keys and consider charging fee to replace: Following discussion, upon a motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the Board approved to impose fees of \$50 to replace mailbox keys.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

CAPITAL AMENITIES

FIRST READING:

1. **Discuss construction of walking path along Beebe Draw Parkway and review of proposals:** Ms. Johnson presented a proposal for the

installation of a river rock (rubber) surfacing pathway along the Beebe Draw Farms Parkway to the Board. The proposal is from River Rock Resurfacing in the amount of \$222,560.00. Ms. Johnson will forward along to the Board for review. Director Hethcock will have an estimate prepared for asphalt path for comparisons. The Board plans to consider these at the October meeting.

SECOND READING: None.

EMERGENCY READING: None.

INFRASTRUCTURE MATTERS

Filing No. 1: None.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING:

1. **Purchase of 25 C-BT shares from Central Weld County Water District:** Upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved to purchase up to \$60,000 per share of C-BT water shares from CWCWD.

LEGAL MATTERS

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

OTHER BUSINESS

Cancellation of September 8, 2021 Board Meeting: Upon a motion duly made by Director Welch, seconded by Director Wernsman and, upon vote, unanimously carried, the Board approved to cancel the September 8, 2021 Board meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the meeting was adjourned at 7:27 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Beebe Draw Authority
Claims to be ratified and paid

VENDOR	PROCESS DATE	INVOICE #	PAYMENT AMOUNT
Christine Hethcock	09/14/21	101	200.00
CliftonLarsonAllen	09/14/21	2969893	7,459.76
Diversified Underground, Inc	09/14/21	Multiple	150.00
Eric Wernsman	09/14/21	101	200.00
Fairfield and Woods, P.C.	09/14/21	Multiple	6,118.00
First Class Security Systems LLC	09/14/21	129024	237.50
Icenogle Seaver Pogue	09/14/21	20332	5,523.50
Ireland Stapleton	09/14/21	131744	589.00
Joe Knopinski	09/14/21	101	200.00
Josh Freeman	09/14/21	101	100.00
Michael Welch	09/14/21	101	100.00
MLM & Associates LLC	09/14/21	1055	400.00
Norton & Smith, P.C	09/14/21	7 21	16.00
Simmons & Wheeler, P.C.	09/14/21	31143	1,281.72
UNCC	09/14/21	221070114	1.32
United Site Services	09/14/21	114-12199193	75.22
			<hr/>
To be ratified			22,652.02
			<hr/>

Diversified Underground, Inc	06/30/21	23800	300.00
Colorado Dept of Public H&E	07/27/21	WC221117702	350.00
Icenogle Seaver Pogue	08/31/21	20494	2,278.00
Fairfield and Woods, P.C.	09/08/21	219652	552.00
CliftonLarsonAllen	09/09/21	2998254	4,654.13
B&C Refuse	09/11/21	E24436	67.00
Travelers CL Remittance Center	09/13/21	09/13/2021	3,066.00
United Site Services	09/14/21	114-12392956	75.22
First Class Security Systems LLC	09/24/21	129488	1,417.00
Simmons & Wheeler, P.C.	09/30/21	31398	1,006.97
Weld Clerk/Recorder	09/30/21	09/30/2021	143.82
			<hr/>
To be paid			13,910.14
			<hr/>

Beebe Draw Farms Authority

Financial Statements

August 31, 2021

SIMMONS & WHEELER, P.C.

Certified Public Accountants

304 Inverness Way South, Suite 490, Englewood, CO 80112

(303) 689-0833

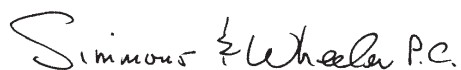
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Beebe Draw Farms Authority

Management is responsible for the accompanying financial statements of each major fund of Beebe Draw Farms Authority, as of and for the period ended August 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the eight months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Beebe Draw Farms Authority because we performed certain accounting services that impaired our independence.

Handwritten signature of Simmons & Wheeler P.C.

September 28, 2021
Englewood, Colorado

Beebe Draw Farms Authority
Combined Balance Sheet
August 31, 2021

See Accountant's Compilation Report

	General <u>Fund</u>	Infrastructure <u>Fund</u>	Amenities <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
Assets					
Current assets					
Cash in checking	\$ 1,813,530	\$ -	\$ -	\$ -	\$ 1,813,530
Cash in savings	-	4,229,176	960,181	-	5,189,357
Due from District 1	440,018	88,008	60,216	-	588,242
Due from District 2	561,731	319,703	88,045	-	969,479
Due From Other Funds	-	2,146,856	-	-	2,146,856
Prepaid expenses	-	-	-	-	-
	<u>2,815,279</u>	<u>6,783,743</u>	<u>1,108,442</u>	<u>-</u>	<u>10,707,464</u>
Other assets					
Improvements	-	-	-	10,256,376	10,256,376
	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,256,376</u>	<u>10,256,376</u>
	<u>\$ 2,815,279</u>	<u>\$ 6,783,743</u>	<u>\$ 1,108,442</u>	<u>\$ 10,256,376</u>	<u>\$ 20,963,840</u>
Liabilities and Equity					
Current liabilities					
Accounts Payable	\$ 36,646	\$ -	\$ -	\$ -	\$ 36,646
Due To Other Funds	<u>2,146,856</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,146,856</u>
	<u>2,183,502</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,183,502</u>
Bonds Payable	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>2,183,502</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,183,502</u>
Fund Equity					
Investment in improvements	-	-	-	10,256,376	10,256,376
Fund balance (deficit)	<u>631,777</u>	<u>6,783,743</u>	<u>1,108,442</u>	<u>-</u>	<u>8,523,962</u>
	<u>631,777</u>	<u>6,783,743</u>	<u>1,108,442</u>	<u>10,256,376</u>	<u>18,780,338</u>
	<u>\$ 2,815,279</u>	<u>\$ 6,783,743</u>	<u>\$ 1,108,442</u>	<u>\$ 10,256,376</u>	<u>\$ 20,963,840</u>

Beebe Draw Farms Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For The Eight Months Ended August 31, 2021
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenue			
Developer Rent	\$ 1,626	\$ 1,626	\$ -
Pool Fees	7,600	10,540	2,940
RV Parking Fees	3,000	-	(3,000)
Interest	3,000	-	(3,000)
Transfer from District No. 1	186,412	194,028	7,616
Transfer from District No. 2	177,032	181,542	4,510
Total Revenue	<u>378,670</u>	<u>387,736</u>	<u>9,066</u>
General and Administrative			
Accounting	27,000	11,260	15,740
Audit Fees	6,000	-	6,000
Director's Fees	3,300	800	2,500
Payroll Taxes	4,965	2,873	2,092
Miscellaneous	2,000	1,802	198
Training	6,000	-	6,000
Insurance and Bonds	25,000	25,138	(138)
Legal FRICO	-	915	(915)
Legal Services	27,000	24,981	2,019
Legal services - Oil and gas	10,000	-	10,000
Management	33,000	33,757	(757)
Project Management	1,000	-	1,000
Property Mgmt Wages	60,000	34,407	25,593
Admin staff wages	-	-	-
Total General and Administrative	<u>205,265</u>	<u>135,933</u>	<u>69,332</u>
Physical Facilities			
Maintenace Facility Maintenance	2,000	-	2,000
Community Center/Gatehouse	5,000	874	4,126
Equestrian Facility	3,000	-	3,000
Ground Lease	2,971	-	2,971
Nature Preserve	1,000	-	1,000
RV Storage	500	-	500
Sport Court	1,500	-	1,500
Utilities	26,000	19,706	6,294
Total Physical Facilities	<u>41,971</u>	<u>20,580</u>	<u>21,391</u>
Aquatic Facilities			
Community Pool	17,000	13,870	3,130
Pool and tile repair	3,000	1,919	1,081
Lake Christina/Fish Stocking	7,000	3,575	3,425
Lake Christina Mntc/Habitat	500	166	334
Total Aquatic Facilities	<u>27,500</u>	<u>19,530</u>	<u>7,970</u>

Beebe Draw Farms Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For The Eight Months Ended August 31, 2021
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Parks and Open Space			
Play Equipment	-	787	(787)
Landscape Maintenance	500	3,783	(3,283)
Rodent Control	5,000	-	5,000
Tree Maintenance	2,000	1,800	200
Total Parks and Open Space	7,500	6,370	1,130
Roads, Trails and Ditches			
Road Maintenance - Dirt	1,000	-	1,000
Road Maintenance - Paved	1,000	45,900	(44,900)
Total Roads, Trails and Ditches	2,000	45,900	(43,900)
O&M - Other Expenses			
Other Repairs/Maintenance	1,000	826	174
Locates	200	10	190
Vehicle/Equipment	10,000	5,847	4,153
	11,200	6,683	4,517
Other Items/ Reserve Funds			
Emergency Reserve	12,316	-	12,316
Capital Repl. and Res.	169,000	115,252	53,748
Capital R&R Contingency	25,000	-	25,000
Total Expenditures	501,752	350,248	151,504
Revenue in Excess of Expenditures	(123,082)	37,488	427,876
Beginning Fund Balance	541,892	594,289	52,397
Ending Funding Balance	<u>\$ 418,810</u>	<u>\$ 631,777</u>	<u>\$ 480,273</u>
O&M Reserve Fund	181,385	-	181,385
Capital Repair & Replacement Reserve	99,313	-	99,313
Discretionary Funds	138,112	-	138,112
Ending Funding Balance	<u>\$ 418,810</u>	<u>\$ -</u>	<u>\$ 418,810</u>

Beebe Draw Farms Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For The Eight Months Ended August 31, 2021
Infrastructure Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenue			
Transfer from District No. 1	\$ 16,300	\$ 16,966	\$ 666
Transfer from District No. 2	72,915	74,677	1,762
Transfer from District No. 2 - Cap Pledge 2051	9,473	9,795	322
Transfer from District No. 2 - Cap Pledge 2055	6,889	7,124	235
Water Tap Fees	450,000	269,000	(181,000)
Right of Way Revenue	-	-	-
Interest Income	40,000	1,281	(38,719)
Total Revenue	<u>595,577</u>	<u>378,843</u>	<u>(216,734)</u>
General and Administrative			
Engineering/Planning	100,000	1,825	98,175
Legal	75,000	15,958	59,042
Infrastructure	250,000	11,000	239,000
Contingency	3,000,000	-	3,000,000
Total Expenditures	<u>3,425,000</u>	<u>28,783</u>	<u>3,396,217</u>
Revenue in Excess of Expenditures	(2,829,423)	350,060	(3,612,951)
Beginning Fund Balance	<u>6,072,882</u>	<u>6,433,683</u>	<u>(15,790)</u>
Ending Funding Balance	<u>\$ 3,243,459</u>	<u>\$ 6,783,743</u>	<u>\$ (3,628,741)</u>

Beebe Draw Farms Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For The Eight Months Ended August 31, 2021
Amenities Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenue			
Transfer from District No. 1	\$ 27,113	\$ 28,221	\$ 1,108
Transfer from District No. 2	18,229	18,677	448
Transfer from District No. 2 - Cap Pledge 2051	2,368	2,449	81
Transfer from District No. 2 - Cap Pledge 2055	1,722	1,781	59
Right of Way Revenue	-	-	-
Interest Income	10,000	221	(9,779)
Other Income	-	-	-
Total Revenue	<u>59,432</u>	<u>51,349</u>	<u>(8,083)</u>
General and Administrative			
Transfers Out	-	-	-
Fitness Center	80,000	-	80,000
ATV & Gun Range	80,000	-	80,000
Trail along Beebe Draw Parkway	50,000	-	50,000
Contingency	-	-	-
Total Expenditures	<u>210,000</u>	<u>-</u>	<u>210,000</u>
Revenue in Excess of Expenditures	(150,568)	51,349	201,917
Beginning Fund Balance	<u>1,041,575</u>	<u>1,057,093</u>	<u>15,518</u>
Ending Funding Balance	<u>\$ 891,007</u>	<u>\$ 1,108,442</u>	<u>\$ 217,435</u>

Beebe Draw Farms Metropolitan District No. 1
Proposed Budget
General Fund
For the Year ended December 31, 2022

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	248,914	246,141	243,662	245,993	272,361
Specific ownership taxes	11,680	19,691	8,204	12,500	21,789
Interest income/ Other Income	751	1,500	228	400	1,500
Total revenues	261,345	267,332	252,094	258,893	295,650
Total funds available	261,345	267,332	252,094	258,893	295,650
Expenditures:					
Accounting / audit	8,365	10,000	3,417	7,500	10,000
Insurance and Bonds	4,302	5,000	3,062	3,100	5,000
Election expense	1,048	-	-	-	15,000
Legal	4,844	5,000	818	3,000	5,000
Management	8,768	10,000	1,518	4,000	10,000
Miscellaneous	144	1,000	-	200	1,000
Directors fees	-	1,600	500	1,500	1,600
Payroll Taxes	23	122	-	108	122
Treasurer fees	3,694	3,692	3,657	3,688	4,085
Transfer to Authority - General Fund O&M	180,579	186,412	195,151	192,011	178,790
Transfer to Authority - Infrastructure - (2019 - D2 - Included Lots)	21,182	16,300	16,857	9,583	28,394
Transfer to Authority - Amenities - (2019 D2 - Included Lots)	5,296	4,075	4,075	4,075	7,099
Transfer to Authority - Amenities- (2011 Boundary Lots)	23,100	23,039	23,039	23,039	28,007
Emergency reserve (3%)	-	1,092	-	-	1,554
Total expenditures	261,345	267,332	252,094	251,804	295,651
Ending fund balance	\$ -	\$ -	\$ -	\$ 7,089	\$ -
Assessed valuation		\$ 6,153,530			\$ 6,809,030
Assessed valuation					
Mill Levy		40.000			40.000
Mill Levy allocation					
Required O&M Mill to transfer to authority		33.408			26.26
Mill levy for D1 costs		5.723			7.62
Discretionary Capital Contribution Levy		0.869			6.126
Calculation of D2 Included lots allocation to Infrastructure and Amenity Funds					
Assessed Value District No. 2 Cap pledge		1,864,980			2,237,070
Mill levy on D2 included lots		0.869			6.126
Property taxes from D2 included lots		\$ 1,621			\$ 13,704
SOT Taxes		19,691			21,789
Authority O&M Shortfall		9,335			-
Transfer to Authority:		\$ 11,978			\$ 35,493
Infrastructure Fund 80%		\$ 9,582			\$ 28,394
Amenities Fund 20%		\$ 2,396			\$ 7,099
Calculation of 2011 Boundary lots transfer to Amenity Fund		\$ 4,288,550			\$ 4,571,960
Discretionary Capital Contribution Levy		0.869			6.126
Property taxes from Discretionary Capital Contribution Levy		\$ 3,727			\$ 28,007
SOT Taxes		-			-
Transfer to Authority - Amenities Fund 2011 Boundary lots		\$ 3,727			\$ 28,007

Beebe Draw Farms Metropolitan District No. 2
Proposed Budget
General Fund
For the Year ended December 31, 2022

	Adopted Budget 2021	Actual 7/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Property taxes	280,000	279,838	280,000	257,173
Property taxes - Capital Pledge 2051	12,020	12,020	12,020	13,086
Property taxes - Capital Pledge 2055	8,743	8,732	8,743	11,820
Specific ownership taxes	15,000	8,657	15,000	15,000
Interest income	2,001	97	200	2,001
Total revenues	317,764	309,344	315,963	299,080
Total funds available	317,764	309,344	315,963	299,080
Expenditures:				
Accounting / audit	7,500	3,031	7,500	7,500
Insurance and Bonds	3,500	3,394	3,400	3,500
Legal FRICO				
Election expense	-	-	-	1,000
Legal oil and gas				
Legal	6,000	880	4,500	4,500
Management	5,000	1,531	4,500	5,000
Project management				
Property management				
Miscellaneous	500	-	147	500
Directors fees	1,200	300	1,200	1,200
Payroll Taxes	77	-	77	77
Treasurer's fees	4,511	4,509	4,511	4,231
Transfer to Authority- Infrastructure	68,314	91,464	89,277	108,553
Transfer to Authority- Amenities	17,078	22,866	22,319	27,138
Transfer to Authority- General	203,235	181,369	177,032	135,056
Contingency	-	-	-	-
Emergency reserve (3%)	849	-	-	825
Total expenditures	317,764	309,344	314,463	299,080
Ending fund balance	\$ -	\$ -	\$ 1,500	\$ -
Assessed valuation	\$ 5,599,990			\$ 5,143,460
Assessed valuation - Capital Pledge 2051 (36 lots)	\$ 1,079,700			\$ 1,175,380
Assessed valuation - Capital Pledge 2055 (45 lots)	\$ 785,280			\$ 1,061,690
Mill levy refund				
Mill Levy	50.000			50.000
Mill Levy - capital pledge	11.133			11.133
District 2 costs				26,332.24
Authority costs				135,055.67

Beebe Draw Farms Authority
Proposed Budget
General Fund
For the Year ended December 31, 2022

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ 689,456	\$ 541,892	\$ 587,623	\$ 587,623	\$ 476,541
Revenues:					
Transfer from District No. 1	178,346	186,412	194,028	192,011	178,790
Transfer from District No. 2	208,583	203,235	181,542	177,032	135,056
Developer Rent	1,626	1,626	1,626	1,626	1,626
Pool Fees	-	7,600	10,540	10,540	11,000
RV Parking Fees	150	3,000	-	-	-
Interest Income	1,380	3,000	-	1,000	1,000
Other Income/hail	1,878	-	-	-	-
Total revenues	391,963	404,873	387,736	382,209	327,471
Total funds available	1,081,419	946,765	975,359	969,832	804,012
Expenditures:					
Administration					
Accounting	35,885	27,000	11,260	27,000	27,000
Audit	5,000	6,000	-	6,000	6,000
Directors Fees	1,200	3,300	800	3,000	3,300
Election					
Payroll Taxes	15,396	4,965	2,873	4,965	3,807
Miscellaneous	4,432	2,000	1,802	2,000	2,000
Training	-	6,000	-	-	6,000
Insurance and Bonds	(25,825)	25,000	25,138	25,922	28,000
Legal FRICO	81,190	-	915	1,000	-
Legal	46,241	27,000	24,981	27,000	27,000
Legal	-				
Legal Oil and Gas	-	10,000	-	10,000	10,000
Management	55,167	33,000	33,757	45,000	35,000
Project Management	-	1,000	-	-	-
Property Management wages	39,406	60,000	34,407	46,000	46,000
Total Administration	258,092	205,265	135,933	197,887	194,107
Physical Facilities					
Maintenance facility maintenance	598	2,000	-	1,000	2,000
Community Center/Gatehouse	5,878	5,000	874	1,000	5,000
Hail damage	-	-	-	-	-
Equestrian Facility	3,342	3,000	-	-	5,000
Ground Lease	-	-	-	2,884	2,971
Nature Preserve	-	1,000	-	-	1,000
RV Storage	-	500	-	-	-
Sport Court	-	1,500	-	-	1,500
Utilities	30,918	26,000	19,706	30,000	30,000
Total Physical Facilities	40,736	39,000	20,580	34,884	47,471
Aquatic Facilities					
Community Pool	17,724	17,000	13,870	15,000	17,000
Pool repair	5,443	3,000	1,919	3,000	3,000
Lake Christina/Fish Stocking	3,490	7,000	3,575	8,000	8,000
Lake Christina Maint/Habitat	-	500	166	500	500
Total Aquatic Facilities	26,657	27,500	19,530	26,500	28,500

Beebe Draw Farms Authority
Proposed Budget
General Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>8/31/2021</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
Parks and Open Space					
Park/Recreation Facilities	-	-	-	-	-
Landscaping Improvements	-	-	-	-	-
Signage	113	-	-	200	500
Play Equipment	170	-	787	800	1,000
Landscape Maintenance	12,037	500	3,783	4,500	2,000
Rodent Control	137	5,000	-	-	5,000
Tree Maintenance (allocated)	4,172	2,000	1,800	1,800	2,000
Total Parks and Open Space	<u>16,629</u>	<u>7,500</u>	<u>6,370</u>	<u>7,300</u>	<u>10,500</u>
Roads, Trails and Ditches					
Riding/Walking Trails	-	-	-	-	-
Nature Trail at Lake Christina	-	-	-	-	-
Road Maintenance - Dirt	152	1,000	-	800	2,000
Road Maintenance - Paved	34,546	1,000	45,900	45,900	2,000
Total Roads, Trails and Ditches	<u>34,698</u>	<u>2,000</u>	<u>45,900</u>	<u>46,700</u>	<u>4,000</u>
O&M - Other Expenses					
Other	504	1,000	826	1,000	-
Locates	46	200	10	20	100
Vehicle/Equipment	74,779	10,000	5,847	10,000	10,000
Total O&M - Other expenses	<u>75,329</u>	<u>11,200</u>	<u>6,683</u>	<u>11,020</u>	<u>10,100</u>
Capital Replacement (b)	<u>41,655</u>	<u>169,000</u>	<u>115,252</u>	<u>169,000</u>	<u>-</u>
Discretionary Funds					
Discretionary Funds	-	-	-	-	-
Capital R&R Contingency	-	25,000	-	-	25,000
Emergency reserve (3%)	-	12,316	-	-	11,646
Total expenditures	<u>493,796</u>	<u>498,781</u>	<u>350,248</u>	<u>493,291</u>	<u>331,324</u>
Ending fund balance	<u>\$ 587,623</u>	<u>\$ 447,984</u>	<u>\$ 625,111</u>	<u>\$ 476,541</u>	<u>\$ 472,688</u>
O&M Reserve Fund	181,385	181,385	-	181,385	181,385
Capital Repair & Replacement Reserve	227,023	99,313	-	99,313	141,929
Discretionary Funds District 1	133,484	138,112	-	138,112	143,233
Total reserved fund balance	<u>\$ 541,892</u>	<u>\$ 418,810</u>	<u>\$ -</u>	<u>\$ 418,810</u>	<u>\$ 466,547</u>
Ending fund balance	<u>\$ 45,731</u>	<u>\$ 29,174</u>	<u>\$ 625,111</u>	<u>\$ 57,731</u>	<u>\$ 6,141</u>
b Capital repair & replacement 2020 & 2021 projects					
Pool Cover in 2020	\$ 5,000	\$ -		\$ -	\$ -
Playground 2021		-		-	-
Roads 2021		-		-	-
Bridge replacement	106,000	169,000		-	-
Total Capital repair and replacement projects	<u>\$ 111,000</u>	<u>\$ 169,000</u>		<u>\$ -</u>	<u>\$ -</u>

Beebe Draw Farms Authority
Proposed Budget
Capital Infrastructure Fund
For the Year ended December 31, 2022

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	<u>\$ 5,908,967</u>	<u>\$ 6,433,683</u>	<u>\$ 6,433,683</u>	<u>\$ 6,433,683</u>	<u>\$ 6,683,152</u>
Revenues:					
Transfer from District No. 1	20,919	16,300	16,966	20,886	28,394
Transfer from District No. 2	145,135	51,953	74,677	75,402	88,927
Transfer from District No. 2 - Cap Pledge 2051	8,427	9,472	9,795	8,576	10,312
Transfer from District No. 2 - Cap Pledge 2055	5,315	6,889	7,124	5,299	9,314
Water Tap Fees	432,000	450,000	269,000	269,000	150,000
Oil revenue	-	-	-	806	-
Interest Income	<u>12,543</u>	<u>40,000</u>	<u>1,281</u>	<u>15,000</u>	<u>40,000</u>
Total revenues	<u>624,339</u>	<u>574,614</u>	<u>378,843</u>	<u>394,969</u>	<u>326,947</u>
Total funds available	<u>6,533,306</u>	<u>7,008,297</u>	<u>6,812,526</u>	<u>6,828,652</u>	<u>7,010,099</u>
Expenditures:					
Engineering and Planning	20,272	100,000	12,825	70,000	100,000
Legal	11,776	75,000	15,958	25,500	75,000
Infrastructure	67,575	250,000	-	50,000	1,250,000
Contingency	<u>-</u>	<u>3,000,000</u>	<u>-</u>	<u>-</u>	<u>3,000,000</u>
Total expenditures	<u>99,623</u>	<u>3,425,000</u>	<u>28,783</u>	<u>145,500</u>	<u>4,425,000</u>
Ending fund balance	<u>\$ 6,433,683</u>	<u>\$ 3,583,297</u>	<u>\$ 6,783,743</u>	<u>\$ 6,683,152</u>	<u>\$ 2,585,099</u>

Note: No lot development in 2019 following 32 lots being completed 4th quarter of 2018

Tap Fee Revenue Estimate for 2021: 15 new taps at average of \$30,000/tap = Total \$450,000

For 2021: There will be no lot development, only Filing 2 Platting

Beebe Draw Farms Authority
Proposed Budget
Amenities
For the Year ended December 31, 2022

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ 975,446	\$ 1,057,093	\$ 1,057,093	\$ 1,057,093	\$ 1,110,227
Revenues:					
Transfer from District No. 1	28,044	27,114	28,211	27,114	35,106
Transfer from District No. 2	45,608	12,988	18,677	18,453	22,232
Transfer from District No. 2 - Cap Pledge 2051	3,097	2,368	2,449	2,144	2,578
Transfer from District No. 2 - Cap Pledge 2055	1,132	1,722	1,781	1,722	2,329
Oil and gas	403	-	-	201	-
Interest income	3,363	10,000	221	3,500	10,000
Transfer from general fund	-	-	-	-	-
Total revenues	81,647	54,192	51,339	53,134	72,244
Total funds available	1,057,093	1,111,285	1,108,432	1,110,227	1,182,471
Expenditures:					
Transfers out	-	-	-	-	-
Fitness center	-	80,000	-	-	80,000
ATV/gun range	-	80,000	-	-	80,000
Trail along Beebe Draw Farms Parkway (1)	-	50,000	-	-	-
Legal	-	-	-	-	-
Contingency	-	-	-	-	-
Total expenditures	-	210,000	-	-	160,000
Ending fund balance	\$ 1,057,093	\$ 901,285	\$ 1,108,432	\$ 1,110,227	\$ 1,022,471
Assessed valuation		\$ -			\$ -
Mill Levy		0.000			0.000
Total Mill Levy		0.000			0.000

PLR Pool – Summer 2021 End of Season Report

Collections:	Prior to 7/1/21	After 7/1/21	Total
Pool Memberships	\$10,050	\$600	\$10,650
Pool Parties	\$400	\$1,200	\$1,600
Pool Pavilion Rental	\$25	\$0	\$25
Replacement keycard(s)	\$25	\$0	\$25
Fishing Licenses	<u>\$190</u>	<u>\$0</u>	<u>\$190</u>
Total	\$10,690	\$1,800	\$12,490

Memberships Issued:	Prior to 7/1/21	After 7/1/21	Total
Resident Memberships	65	4	69
Non-resident memberships	1	0	1
Employees	6	0	6
Bartered	2	0	2
Total	74	4	78

There have been 3,749 visitors to the pool (not including party guests and those not signing in). The pool was open 107 days for an average of 35 visitors a day with the peak being 85 in one day. 1 pavilion party and 8 private pool parties were held.

More immediate improvements needed:

Resurfacing of big pool and wader pool: Gunite pools should be resurfaced every 15-20yrs. Gunite is a concrete/sand mixture used in pools. The summer 2021 was our pool's 17th season. The big pool and wader pool are spalling and cracking. Two estimates are attached:

- Estimate 1: Peak One Pool & Spa – \$49,500 - This estimate includes resurfacing both pools with the same type of gunite material already in the pool. With this type of resurfacing the tile edge and coping would also need to be replaced.
- Estimate 2: River Rock Resurfacing – \$19,254 - This estimate is for a rubber overlay of the interior of the pool and baby pool. The tile edge and coping would not need to be replaced with this type of resurfacing. See attached pictures 1- 3 for idea of what rubber resurfacing looks like (these are splash pads).

Replace Light Fixtures: \$800 - \$1,600 - Many of the in-door light fixture covers are missing or broken and should be replaced. See pictures 3-6.

Future improvements:

- Concrete pool deck is pitting and cracking in areas. No immediate issues. The rubber resurfacing company is putting together a quote for this as well to get an idea of cost.
- The pool building has no insulation. It was suggested that we blow in insulation so that the equipment and utility room are more protected from the cold helping protect the equipment.
- The pool furniture and umbrellas are showing major wear and tear. We did not end up replacing any umbrellas this year as a neighbor gave us two used ones and a member fixed some of the old ones.



PO Box 20507
Boulder, CO 80308

Estimate

Date	Estimate #
9/23/2021	4047

Beebe Draw Farms Authority
304 Inverness Way South #490
Englewood, CO 80112

Beebe Draw Farms Pool
16502 Beebe Draw Farms Pkwy
Platteville, CO 80651

Description	Qty	Rate	Total
REMODEL POOL AND WADER			
Prep and plaster	1	24,500.00	24,500.00
Tile-remove and replace	1	10,500.00	10,500.00
Remove and replace coping	1	14,500.00	14,500.00

Approved by _____

Subtotal \$49,500.00

Sales Tax (0.0%) \$0.00

Total **\$49,500.00**

Please call 970-418-0767 or email
peakonepoolandspa@gmail.com and reference
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.



ESTIMATE	25 #775
ESTIMATE DATE	Oct 05, 2021
TOTAL	\$19,254.00

Beebe Draw Farms
16502 Beebe Draw Farms Pkwy
Platteville, CO 80651

(303) 304-4864
pool@plrbbdraw.com

CONTACT US
6179 E Otero Drive
Centennial, CO 80112

(303) 424-7905
ryan@riverrockresurfacing.com

ESTIMATE

Services	amount
Liquid Rubber Overlay - Interior of the Pool	\$15,504.00
Liquid Rubber Overlay on existing concrete	
1355	
Rubber Overlay - Baby Pool	\$3,750.00
Rubber Overlay on existing concrete - Price is for the Basic Resin	
Subtotal	\$19,254.00
Total	\$19,254.00

River Rock Resurfacing will, if necessary, fill all structural cracks with slurry, as required, to maximize the overall strength of the existing concrete and install expansion joints, if required, to honor concrete control joints

- All materials and labor shall be furnished as specified. All work is to be completed in a workmanlike manner according to standard practices
- Any alterations or deviation from the above specifications involving extra cost will become an extra charge over and above the contract. All agreements are contingent upon weather, accidents, or delays beyond our control.
- Our workers are covered by workman's compensation and general liability insurance. River Rock Resurfacing is not responsible for damages caused to the work by an accident (i.e. footprints, animal tracks, disasters, or calamity) or by theft or vandalism
- River Rock Resurfacing is not responsible for damages to the project resulting from: Acts of God, neglect, substrate movement, hydro static pressure, vapor barrier pressure, natural aging of the finish, fading of aggregate, variation in the size of rock or rubber.

Picture 1 - 3:





Pictures 3 – 6:





AFTER RECORDING PLEASE RETURN TO:

Altitude Community Law P.C.
555 Zang St., Suite 100
Lakewood, CO 80228

**AMENDED AND RESTATED DECLARATION OF COVENANTS FOR
BEEBE DRAW FARMS AND EQUESTRIAN CENTER**

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**AMENDED AND RESTATED DECLARATION OF COVENANTS FOR
BEEBE DRAW FARMS AND EQUESTRIAN CENTER**

THIS AMENDED AND RESTATED DECLARATION ("**Amended and Restated Declaration**") is executed this ____ day of _____, 20__ and made effective upon recording.

RECITALS:

1. The property which is subject to the Prior Declarations (as hereinafter defined) is Lots 1-188, exclusive of lots 159 & 160, which do not exist, Replat of Beebe Draw Farms and Equestrian Center, First Filing, according to the recorded plat thereof, Weld County, Colorado.

2. The Prior Declarations (as hereinafter defined) and this Declaration provide for a pre-existing common interest community under Section 38-33.3-117, C.R.S. 1973, as amended, such that only certain Sections of the Colorado Common Interest Ownership Act ("**CCIOA**") are applicable thereto since the Lot Owners (as hereinafter defined) have not elected to be covered by CCIOA.

3. The Amended and Restated Declaration of Covenants for Beebe Draw Farms and Equestrian Center recorded December 2, 2010 at Reception No. 376178 allows for this Declaration in Article 10, Section 10.1, which provides as follows:

The Declaration may be amended only by vote or agreement of Owners of Lots to which at least sixty-seven (67%) of the votes in the Association are then allocated

4. The Owners and the Association desire to amend and restate all provisions of the Prior Declarations, as amended and supplemented, by virtue of this Amended and Restated Declaration of Covenants for Beebe Draw Farms and Equestrian Center ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto be superseded and replaced by this Declaration;

IN WITNESS WHEREOF, the undersigned hereby state and declare that the Prior Declarations (as hereinafter defined) are replaced and superseded by this Declaration, and the Property (as hereinafter defined) and all Improvements (as hereinafter defined) thereon shall be held and conveyed subject to the following terms, covenants, restrictions, conditions and other provisions hereof.

ARTICLE 1 RESTATEMENT OF PRIOR COVENANTS

Declarant's predecessors in interest previously recorded Declarations of Covenants in the Records (as hereinafter defined) burdening a portion of the Property (as hereinafter defined), as follows: December 31, 1985, under Reception No. 02037656 in Book 1097; as amended March 3, 1988, under Reception No. 02132909 in Book 1187; as amended May 25, 1989, under Reception No. 02180722 in Book 1233; as amended January 29, 1999, under Reception No. 2670226; and as amended December 2, 2010, under Reception No. 3736178, as amended and restated by that certain Amended and Restated Declaration of Covenants for Beebe Draw Farms and Equestrian Center recorded on December 2, 2010 at Reception No. 3736178 (collectively the "**Prior Declarations**"). This Declaration does hereby and, when recorded in the Records shall, amend, restate, and supersede in full the Prior Declarations.

ARTICLE 2 LIMITED APPLICABILITY OF COLORADO COMMON INTEREST OWNERSHIP ACT

The Property (as hereinafter defined) is a pre-existing common interest community under CCIOA and the Lot Owners (as hereinafter defined) have not elected to have the Property be covered by CCIOA as provided therein. Hence, as provided in Section 38-33.3-117 of CCIOA, only specified Sections of CCIOA, rather than all of CCIOA, apply to this Declaration.

ARTICLE 3 DEFINITIONS

3.1 Association. The Association is Beebe Draw Farms Property Owners Association, a Colorado non-profit corporation. Any references in the Subdivision Plat or the PUD to "Beebe Draw Farms Property Owners Association" shall mean the Association.

3.2 Board of Directors or Board. The Board of Directors or Board is the governing board of the Association.

3.3 Bylaws. The Bylaws are the Bylaws of the Association as they may be amended from time to time.

3.4 Common Elements. The Common Elements, if any, are all the real estate comprising the Property other than Lots and other than the District Facilities (as hereinafter defined), all of which shall be owned by the Association. To the extent any real estate is a Common Element at the time this Declaration is recorded, but is thereafter conveyed to the District by deed or other instrument of conveyance recorded in the Records, proceeding of such deed or other instrument of conveyance in the Records, the real property described therein shall immediately cease to be considered a Common Element hereunder and shall then and thereafter be considered a District Facility. There are currently no Common Elements.

3.5 Common Expenses or Common Expense Assessments. The Common Expenses are the expenses or financial liabilities not paid by or the responsibility of the District for the operation of the Community. “Common Expense Assessments” are the funds required to be paid by each Lot Owner in payment of such Owner’s Common Expense liability.

These expenses include:

- (a) Expenses of administration, maintenance, construction, improvement, repair or replacement of the Common Elements;
- (b) Expenses of utilities not separately metered and billed directly to the Lot Owners;
- (c) Expenses for the administration and enforcement of the covenants and other governing documents, including maintenance obligations, over the Lots and any other Property;
- (d) Expenses for social or Community events as determined by the Association;
- ~~(e)~~(e) Expenses declared to be Common Expenses by this Declaration;
- ~~(d)~~(f) Expenses agreed upon as Common Expenses by the Association;
- (g) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association or the administration and operation of the Community, including, but not limited to costs of enforcement and legal expenses.

In addition, some costs and expenses benefitting fewer than all the Lots shall be a Common Expense, but shall be assessed exclusively against those Lots benefited, as more fully set forth in Section 11.2.

3.6 Community. The Community is the Beebe Draw Farms and Equestrian Center, First Filing, as contemplated in the PUD, or so much thereof as may have been designed and constructed from time to time, including all amendments to any such documents.

3.7 Completely Screened. Completely screened, or fully screened, means, unless expressly stated otherwise, an improvement, item or object cannot be seen when viewed from any other Lot, street or other property within the Community.

3.7 Declarant. The Declarant is REI Limited Liability Company, a Wyoming limited liability company, doing business in Colorado as Investors Limited Liability Company, its successors and assigns.

3.8 Declaration. The Declaration is this Amended and Restated Declaration, including all amendments.

3.9 Director. A Director is a member of the Board of Directors of the Association. A Director must be an Owner current in the payment of Assessments, with no outstanding covenant violations, and otherwise in good standing as well as satisfy such other qualifications as may be set forth in the Association's Bylaws.

3.10 District(s). The District(s) are the Beebe Draw Farms Metropolitan District No. 1 and No. 2, Colorado special districts, or other special districts organized pursuant to State law to provide public facilities or services within the Community.

3.11 District Facilities. The District Facilities are defined in Article 5 of this Declaration.

3.12 DRC or Design Review Committee. refers to the committee of the Association created pursuant to Article 8 of this Declaration.

3.13 Environmental Assessment. The Environmental Assessment is that certain written document evidencing the agreement reached between Declarant and the Bureau of Reclamation on March 3, 1997, including but not limited to the Memorandum of Agreement dated February 25, 1997, between the Declarant, District, and Bureau of Reclamation.

~~3.14 FRICO means The Farmers Reservoir and Irrigation Company, a Colorado corporation.~~

~~3.15 FRICO Lease shall mean that certain Grazing and Recreational Lease dated March 4, 1987, between FRICO, as lessor, and Beebe Draw Land Company, Ltd., a Colorado limited partnership, as lessee, as amended, the rights of the lessee thereunder having been assigned to the District. The FRICO Lease was recorded in the Records on March 6, 1987, at Book 1148, Folio 1665, Reception 02090926.~~

3.16 Improvements. Improvements are any construction, structures, equipment, fixtures or facilities existing or to be constructed on any of the Property which is included in the Community, including but not limited to: Residences, buildings, barns, fences, paddocks, storage facilities, garages, landscaping, gardens, trees and shrubbery planted by an Owner, the Declarant, or the Association, exterior television and radio satellite dishes, antennae and towers, paving, utility wires, pipes and light poles.

~~3.17 Lake. The Lake is the Milton Reservoir Lake, owned by FRICO but leased to the District under the FRICO Lease, as assigned.~~

3.18 Lot. A Lot is a platted portion of the Property designated for separate ownership or occupancy, the boundaries of which are defined on the Subdivision Plat. A parcel of land identified on the Subdivision Plat as an "Outlot" shall not be considered a "Lot" for purposes of this Declaration.

3.19 Lot Owner or Owner. The Lot Owner or Owner is the Declarant or any other Person who owns a Lot. Lot Owner does not include a Person having only a Security Interest or any other interest in a Lot solely as security for an obligation. The Declarant is the initial Owner of each and every Lot created and defined by this Declaration and the Subdivision Plat.

3.20 Majority or Majority of Lot Owners. The Majority or Majority of Lot Owners means Owners representing more than 50 percent of the votes in the Association.

3.21 Manager. A Manager is a person, firm or corporation employed or engaged to perform management services for the Community and the Association.

3.22 Notice. The term Notice shall mean the notice of delinquent Common Expense Assessment provided for in Section 11.3 of this Declaration.

3.23 Person. A Person is an individual, corporation, trust, partnership, limited liability company, association, joint venture, government, government subdivision or agency or other legal or commercial entity, or a combination thereof.

3.24 Prior Declarations. Are those declarations of covenants referred to in Article 1 above burdening a portion of the Property and previously recorded in the Records, which are amended, restated and superseded by this Declaration.

3.25 Property. Property is the land and all Improvements, easements, rights and appurtenances ~~presently owned by Declarant~~ which have been submitted to this Declaration, as described in the first paragraph thereof, or any other lands added hereafter, as provided herein, excluding any District Facilities, land or Improvements.

3.26 PUD Plan. The PUD Plan shall mean the Master Plan for the Community as filed with and approved by the Weld County Planning and Zoning Department, as the same may be amended from time to time.

3.27 Records. The Records are the real estate records in the Office of the Clerk and Recorder of Weld County, Colorado.

3.28 Residence. A Residence shall be the building for single-family living, constructed on a Lot, including an enclosed garage attached thereto or connected thereto by an arbor or breezeway. Residence does not include modular or factory-built homes whereby the home is largely built offsite and then constructed, placed or installed on the Lot. Modular or factory-built homes are prohibited as of the effective date of this Amended and Restated Declaration. Any Lots with modular or factory-built homes prior to the effective date of this Amended and Restated Declaration are permitted to continue having modular or factory-built homes.

3.29 Rules. The Rules are the regulations for the use of the Common Elements and the use and occupancy of Lots as they affect the Common Elements and the other Owners, and for the conduct of Persons within the Community, as may be adopted from time to time by the Board of Directors pursuant to this Declaration.

3.30 Security Interest. A Security Interest is an interest in and encumbrance upon real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, installment land contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual intended as security for an obligation. A nonconsensual lien does not create a Security Interest.

3.31 Soil Management Contract. The Soil Management Contract shall mean that certain contract to be maintained by the District, as cooperator, with the Platte Valley Soil Conservation District, to provide greenbelt management policies to prevent erosion and protect the existing environment of the Common Elements and the District Facilities, if applicable.

3.32 Subdivision Plat. The initial Subdivision Plat is that certain document entitled Corrected First Filing Plat of Beebe Draw Farms and Equestrian Center, recorded in the Records on December 13, 1989, at Reception No. 02200074, in Book 1251 at File 543, which initial Subdivision Plat covered only the first phase of development of the Community. From time to time hereafter there may be one or more additional subdivision plats recorded for subsequent phases of development of the Community. At such time as each additional subdivision plat is approved by Weld County and recorded in the Records, all references herein to "**Subdivision Plat**" shall also mean and include such subsequently recorded subdivision plat(s).

ARTICLE 4 TERM, TERMINATION AND ADDITION OF OTHER LANDS

4.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, unless terminated as provided for below, or amended as provided for in Article 10 of this Declaration.

4.2 Termination. This Declaration, or any provision hereof, or any covenant or restriction contained herein, may be terminated as to the whole of the Property or any portion thereof, with the written consent of the Owners of at least two-thirds of the Lots then comprising the Property; except that, in order to release one or more Lots from the terms of this Declaration, it shall also take the affirmative vote of all Owners of the Lot or Lots to be released. No such termination shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Records.

~~**4.3 — Addition of Other Lands.** Declarant may at any time, or from time to time, until twenty (20) years after recording of this Declaration, add other lands within the Community to the Property covered by this Declaration. Upon recording in the Records of a Notice of Addition of Lands containing the information set forth in Section 4.4 hereof, the provisions contained in this Declaration shall apply to the additional lands which shall thereupon become part of the Property covered by this Declaration; and thereafter the rights, privileges, duties and liability of the Owners and occupants of the added lands shall be the same as in the case of the original Property; except that Common Expense Assessments imposed by this Declaration on such additional lands shall commence from the date of recording of the Notice of Addition of Lands.~~

~~**4.4 — Notice of Addition of Lands.** The Notice of Addition of Lands referred to in Section 4.3 above shall contain the following provisions:~~

- ~~(a) — a reference to this Declaration, which reference shall state the date of recording hereof and the reception number or book and page numbers of the Records where this Declaration is recorded, and any amendments thereto;~~
- ~~(b) — a statement that the provisions of this Declaration shall apply to the additional lands in the manner set forth in Section 4.3 above;~~
- ~~(c) — an exact legal description of the additional lands; and~~
- ~~(d) — the consent of the owner or owners of the additional lands to subject themselves and their included real estate to this Declaration.~~

ARTICLE 5 DISTRICT AND DISTRICT FACILITIES

5.1 Purpose of District. The District, including other special districts organized to provide public facilities and services within the Community, will construct, operate and maintain the District Facilities and furnish public services to the Community in accordance with the District Service Plan as approved by and filed with the County.

5.2 District Facilities. The District Facilities shall mean and include, but not be limited to, the following, all of which shall be owned, managed, and/or operated by the District for public use in accordance with the provisions of the District Service Plan and Colorado State law:

- (a) the equestrian center buildings, parking areas, arenas and jumping courses;
- ~~(b) — the land leased under the FRICO Lease and the water recreation facilities to be constructed on such land;~~
- (~~e~~b) all roads and storm drainage facilities, to the extent the same shall not have been dedicated to and accepted by Weld County;

- (~~d~~c) the public water distribution system, including a pump station and all transmission lines, to the extent the same shall not have been dedicated to and accepted by the Central Weld Water District;
- (~~e~~d) the entrance gate house;
- (~~f~~e) the District headquarters building, commonly referred to as the Community Information and Sales Center, which may be used as the office of the Association, or Declarant in addition to office of the District;
- (~~g~~f) all recreational structures, including but not limited to the clubhouse, swimming pool and tennis courts, putting greens, fishing areas, nature preserves, play grounds;
- (~~h~~g) all components of any public transportation system developed by the District;
- (~~i~~h) all television relay and translation equipment installed or constructed or contracted for by the District;
- (~~j~~i) the out-lots and open spaces shown on the Subdivision Plat or the PUD Plan, together with the riparian corridor, buffer zones: environmental setback zones, conservation easements and related interest in property or facilities identified in the Environmental Assessment; and
- (~~k~~j) all real property, including without limitation any Lot(s), currently owned or later acquired by the District for District purposes, including but not limited to any recreational uses, structures, equipment or facilities that may be constructed, installed, operated, maintained and replaced thereon.

5.3 Use of District Facilities.

- (a) The District Facilities shall be available for public use, subject to the right of the District to regulate use of the District Facilities (including but not limited to permitting persons other than Owners of Lots to use the District Facilities, as set forth below) and charge reasonable admission and other rates, fees, and charges for such usage, as determined by the District.
- (b) If an Owner is delinquent in the payment of such Owner's Common Expense Assessments or real property taxes or assessments (to the extent some or all of such real property taxes or assessments include an amount in favor of the District), the District shall have the right, upon notification by the Association in the case of Common Expense Assessments, to suspend such Owner's right to use the District Facilities for so long as such Common Expense Assessments or taxes or assessments remain unpaid; provided that

no provision of this Declaration shall affect, limit or otherwise restrict any power or authority provided to the District under State law; and, provided further, that notwithstanding any other provision herein to the contrary, the District shall not restrict an Owner's right to use roads included in the definition of the District Facilities to the extent such roads provide the Owner with access to and from such Owner's Lot.

- (c) The District shall have the right to grant permits for the use of District Facilities.
- (d) There shall be no use of the Lake shoreline, except at access points designated by the District or at District beach and recreation areas.
- (e) Notwithstanding anything in this Declaration to the contrary, the District is authorized to install, construct, operate, and maintain and replace recreational structures, equipment and facilities on any Lot that it owns.
- (f) adopt and/or enforce rules and regulations, resolutions, covenants, restrictions, design guidelines and/or other provisions pertaining to the District Facilities or other matters.

ARTICLE 6 MAINTENANCE OF THE PROPERTY

6.1 Individual Lots. It shall be the duty and obligation of each Lot Owner, at such Lot Owner's expense, to improve, maintain, repair, replace, beautify and keep neat, attractive, sightly and in good order and repair such Owner's Residence and the exterior portions of the Lot. If the Owner does not discharge this obligation then the Association may arrange to have the work done and assess the Owner for the cost of such work plus twenty-five percent (25%) of such cost for inspection, administrative costs and overhead of the Association and other incidental expenses, provided the Association gives such Lot Owner notice of the Association's intent to have the work done and a reasonable opportunity for the Lot Owner to cure the violation prior to the Association having the work done. Each Lot Owner hereby grants, to the Association, and to their agents, employees and contractors, an easement on, over, across and through such Owner's Lot for improvement, maintenance, repair, replacement, and beautification, all as provided above in this Section.

6.2 Duties of Association. The Association shall improve, maintain, repair, replace, beautify and keep all the Common Elements [and such other real property subject to the Declaration in](#) neat, attractive, sightly, and in good order, to the extent that such functions are not [performed by Lot Owners nor](#) expected to be performed by the District or Weld County or any other political subdivision thereof or of the State of Colorado. The Association may, from time to time, hire and or contract with third parties to achieve the objectives of this Section 6.2.

6.3 Repairs Resulting From Negligence. If the Board determines that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot, which shall become a lien against the Lot, as well as the obligation of such Owner personally, and the same may be collected as provided in this Declaration for the collection of Common Expense Assessments. The Association will be responsible for damage to Lots which is caused by the Association intentionally or negligently, or by the Association's failure to maintain, repair or make replacements to the Common Elements.

6.4 Weld County Powers Not Superseded. Nothing contained herein shall replace or supersede the powers granted pursuant to Section 28.6.6 of the Weld County Zoning Ordinance, or its successor regulations: or sec 24-67-105(6), C.R.S., as amended, whereby, if the Common Elements are not maintained by the Association in reasonable order and condition in accordance with the PUD Plan, the Weld County Board of County Commissioners may enter upon the affected property and maintain the same following service of written notice and a hearing. The cost of such maintenance by the Board of County Commissioners shall be charged to and paid by the Owners individually or in the form of a Common Expense Assessment, and any such unpaid Common Expense Assessments shall become a tax lien upon the Lots.

ARTICLE 7 ALLOCATED INTERESTS

The interest allocated to each Lot has been calculated by the following formula:

7.1 Percentage of Liability for Common Expenses.

- (a) The percentage of liability for Common Expenses allocated to each Lot is based on one (1) share for each Lot on which a building permit for construction of a residence on such Lot has been issued by the applicable governmental entity with jurisdiction thereover (e.g., Weld County, Colorado), and twenty percent (20%) share for each Lot on which a building permit for construction of a Residence on such Lot has not been issued by the applicable governmental entity with jurisdiction thereover (e.g., Weld County, Colorado), compared with the total shares allocated to all the Lots in the Property. The foregoing is subject to the Declarant's rights to add additional lands hereto, thereby increasing the total number of Lots, and/or combine Lots, thereby reducing the total number of Lots. Provided, however, that if an Owner combines two or more Lots as provided herein with the intent of creating one Lot therefrom, such resulting Lot shall continue to be allocated the total number of shares originally allocated to the Lots so combined. If a Lot is subdivided by the Owner and added to other Lots as provided herein, the share of each such subdivided Lot shall be added proportionally to the Lots receiving all or a portion of such subdivided Lot. Nothing contained in this Section shall prohibit certain

Common Expenses from being apportioned to particular Lots under this Declaration.

- (b) Although CCIOA does not generally apply to this community, as provided in Recital 2 above, the above percentage of Association assessments charged to Lots on which a building permit for construction of a residence has not been issued, is consistent with CCIOA because such Lots receive and benefit from fewer services funded by the Association assessments than the other Lots. Colorado Revised Statutes §38-33.3-315(3)(b), which is part of CCIOA, states that "Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited." Further, the above percentage of Association assessments charged against Lots on which a building permit for construction of a residence has not been issued, recognizes the historical practice of the Association not levying assessments against Declarant-owned Lots because the same receive virtually no services provided by the Association.

7.2 Votes. Each Lot in the Property shall have one (1) vote allocated to such Lot, except as follows:

- (a) Those Lots on which a building permit for construction of a Residence has not been issued by the applicable governmental entity with jurisdiction thereover (e.g., Weld County, Colorado) ("Vacant Lot") shall be allocated a 20% vote per Lot on all matters other than those pertaining to amendment of the Declaration.
- (b) With respect to voting on amendment of the Declaration, notwithstanding anything to the contrary, a Vacant Lot shall be allocated one (1) vote per Vacant Lot, until such time as 80% of the Vacant Lots have been conveyed or otherwise transferred by Declarant to a non-Declarant party. Once 80% of the Vacant Lots have been conveyed or otherwise transferred by Declarant to a non-Declarant party, the remaining Vacant Lots shall be allocated a 20% vote per Lot on all matters reserved for Owner vote, including matters pertaining to amendment of the Declaration.

ARTICLE 8 DESIGN REVIEW COMMITTEE

8.1 Creation of Committee. There is hereby created a standing committee of the Association to be known as the "**Design Review Committee**" or "**DRC**", to be composed of a minimum number of three (3) ~~individuals~~Owners. Members of the DRC shall be appointed by the Board of Directors to hold office at the will of the Board of Directors.

8.2 Purpose of DRC. The purpose of the DRC is to maintain the superior beauty and quality of the Improvements constructed on the Property, and the harmony thereof with the surroundings, to assure that the natural environment is disturbed as little as possible, to enforce the provisions of the Environmental Assessment, to the extent applicable, and to evaluate the use and suitability of the proposed Improvements and the effect of the same on any adjacent or neighboring properties.

8.3 Approval of Improvements. Except for initial Improvements constructed by the Association, District, or Declarant and Improvements made at any time by the Association or District, ~~or Declarant~~, all plans and specifications in connection with (a) building, exterior remodeling, rebuilding, refurbishing or alteration of a Residence, including without limitation, the exterior appearance, color or texture; or (b) creation or construction of any Improvements or alterations to the Property, including but not limited to gardening, landscaping, planting, patio covers, awnings, sculpture or art work, driveway, sidewalk, fence, outside deck, or clearing, grading, excavating, filling or similar disturbance of the surface of the land, all of which shall require the prior written approval of the DRC. ~~(and the prior, written approval of the Declarant, as to initial Improvements constructed, installed or located on a Lot where such Improvements did not previously exist).~~

The DRC shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping and alterations to Improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the DRC on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effect of location and use of improvements on nearby Lots, preservation of aesthetic beauty, conformity with any specific requirements expressed in this Declaration, and conformity with the specifications and purposes generally set out in this Declaration.

8.4 Owner to Submit Plans. Before any construction work or exterior additions or alterations begin, the Owner of the Lot shall be responsible for submitting to the DRC (and to the Declarant if the Declarant's approval is required as provided in Section 8.3, above), a Design Review Request (DRR) and two (2) sets EACH of complete plans, specifications and color/material/texture samples for the proposed project. The submittal and approval by the DRC (and, if applicable, by the Declarant) should be completed prior to submitting and obtaining all necessary approvals and permits from Weld County and/or any other applicable government entities.

8.5 Conditions of Approval. In the discretion of the Board or the DRC, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

8.6 Construction of Improvements after Approval by DRC. Following approval of proposed Improvements by the DRC (and, if applicable, approval by the Declarant), an owner must obtain any necessary approvals and permits from Weld County and or any other applicable governmental entities. Then the Lot Owner shall cause the approved improvements to be made to the Lot in a timely fashion, and in any event within twelve (12) months, at which time the approved DRR expires, except with written DRC approval otherwise (and, if applicable, with written Declarant approval otherwise), and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner.

8.7 Guidelines, Standards and Procedures. The design guidelines will contain all building or construction related requirements and be maintained and enforced by the DRC, subject to Board review. The DRC may propose design guideline updates or changes once per year to the Board by a date and time set by the Board, which may include, but is not limited to, setting forth procedures for the submission and review of plans, guidelines setting forth criteria for consideration, specifications for particular types of improvements, and lists of improvements that do not require DRC approval. Any proposed changes must first be approved by the Board. Any Board approved changes to the design guidelines will then be submitted to the Lot Owners for approval not more frequently than annually and to be effective such changes must be approved by the Lot Owners. The Association's design guidelines shall be deemed adopted and in effect upon approval of Lot Owners holding a majority of the votes within the Community. ~~The DRC, with the prior, written approval of the Declarant, may adopt guidelines, standards and procedures for its day-to-day operations and the performance of its duties under this Declaration, which guidelines, standards and procedures shall be consistently applied for all matters coming before the DRC. A Design Guidelines document may be periodically revised by the DRC, with the prior, written approval of the Declarant, and distributed to all Lot Owners by the Management Company.~~

8.8 Compensation of Members of DRC. If authorized by the Board of Directors, the members of the DRC may receive reasonable compensation for services performed, together with reimbursement for actual and reasonable expenses incurred by them in the performance of their duties.

8.9 Non-Liability of DRC Members. None of the DRC, any member thereof or the Board of Directors shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the DRC's duties under this Declaration. No action taken by the DRC or its members will be deemed to have approved or to have made any representation as to the safety or structural soundness of, or compliance with local building codes or other governmental laws or regulations concerning, the proposed Improvements.

8.10 Waivers. The approval or consent of the DRC, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the DRC as to any application or other matters subsequently or additionally submitted for approval or consent.

8.11 Variances. The DRC ~~(and, if applicable, the Declarant)~~ may grant reasonable variances or adjustments from conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural/design guidelines. Any such variance must also be approved by majority vote of the Board of Directors. ~~and by Declarant, as to variances approved by the Declarant when the Declarant's approval of an Improvement is required in this Declaration.~~

8.12 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted Improvement plans and specifications and received written approval from the DRC (and, if applicable, from the Declarant);
- (b) Owners shall immediately comply with any request by the Association or DRC (or, if applicable by the Declarant) for additional information relating to an improvement prior to the DRC's (and, if applicable, Declarant's) approval of a request and/or prior to the completion of an Improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of DRC approval (and, if applicable, Declarant approval), if previously granted;
- (c) DRC approval (or Declarant approval) does not constitute approval of the local building or zoning department, drainage design or structural soundness, or habitability;

- (d) If the Improvement as built does not conform to the Improvement as approved by the DRC (and, if applicable, the Declarant), the DRC's approval (and, if applicable, Declarant's approval) will be deemed withdrawn, and upon written request of the DRC (and, if applicable, the Declarant), Owners shall, at their own expense and cost, promptly bring the Improvement into compliance with the submitted and approved plans and specifications;
- (e) In the event of withdrawal of DRC approval (or, if applicable, Declarant approval) for any reason(s) cited in this Section, and upon written request from the DRC (and, if applicable, the Declarant), the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the Improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the Improvement until such time as the improvement is brought into compliance;
- (f) In the event an Improvement is built without the written approval of the DRC (and, if applicable, the Declarant), the DRC (and, if applicable, the Declarant) may request that the Owner immediately submit a written request for the improvements made, and if the Improvement is not approved for any reason, and upon written request from the DRC (or, if applicable, the Declarant), the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to the commencement of the Improvement's installation or construction.

8.13 Expiration of Declarant Right to Approve. Any requirement to obtain prior written approval of the Declarant as identified in this Article 8 shall expire on the date the Declarant no longer owns any Lot within the Community, or at such earlier time as agreed upon in writing by the Declarant and Association.

ARTICLE 9 RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

9.1 Improvements to Lots. The Association's Design Guidelines may include such reasonable restrictions on Improvements to Lots that do not otherwise conflict with this Declaration, including, but not limited to, restrictions on zoning, height and floor area requirements for Residences, outbuildings, placement and setbacks of Residences and other Improvements, garages, fences and walls, oil and gas wells and production facilities, driveways, drainage plans, swimming pools, stoves and heating systems, landscaping, and signs and advertising on the Lots (provided, however, any such signs or advertising restrictions shall not apply to the District):

The following restrictions on construction of Improvements apply to the Property; provided, however, that to the extent a portion of the Property is not a Lot, nothing contained herein shall be interpreted to permit an Improvement not otherwise permitted by the Subdivision Plat, the PUD or Weld County:

- (a) **Zoning.** Zoning laws, ordinances, resolutions, rules and regulations are considered to be a part hereof, and no provision of this Declaration shall be interpreted to violate any present or future zoning laws, ordinances, resolutions, rules or regulations.
- (b) **Minimum Floor Area.** The minimum floor area requirements of this subsection for any Residence are exclusive of garages, porches and patios. As so described, any Residence erected on a Lot shall have a minimum ground floor area for the main structure or in the case of one-story structures, not less than fifteen hundred (1500) square feet at grade; in the case of two-story structures, not less than ~~one thousand (1000) square feet at grade on the ground floor and at least eight hundred (800) square feet on the second floor~~ eighteen hundred (1800) square feet at or above grade unless the Residence has a full basement, in which case not less than ~~six hundred (600) square feet on the second floor~~ sixteen hundred (1600) square feet at or above grade; and, in the case of a split-level structure with two or more levels above grade, not less than sixteen hundred (1600) square feet among the above ground levels.
- (c) **Maximum Height for Residences.** No Residence shall be more than two and one-half (2 1/2) stories in height above front-yard grade.
- (d) **Outbuildings.** A free-standing outbuilding or secondary structure not considered a barn, stable or garage is permitted so long as it is sited to minimize visibility from the street, and does not exceed seven hundred twenty (720) square feet. DRC approval is required prior to construction of any Outbuildings or secondary structures.

For only those Lots that have been permitted herein to have horses, a barn or stable may be constructed, not be larger than three hundred (300) square feet per permitted horse plus additional storage accommodations not larger than five hundred (500) square feet. Any dedicated space for a riding ring or arena must be included in the calculation of the approved paddock area. (See Section 9.2.(l) of this Declaration under Restrictions/Horses below for information regarding the number of horses permitted per Lot and 9.1(g) below for information regarding paddocks)

Current horse properties that constructed an outbuilding allowed under original documents (which was not large enough to store a horse trailer) and does not exceed the restrictions noted herein will be allowed to store a horse trailer in an enclosure of material compatible with the material, texture, and colors of the barn and residence, provided that the enclosure material completely hides the trailer from view and is approved by the DRC. Any current lot owner as of the recording of this document must request in writing the variance to the DRC which will be subject to guidelines and obtain written approval.

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC.

Only three (3) total outbuildings or secondary structures are allowed and the total square footage of outbuildings and/or secondary structures on a Lot must not exceed four percent (4%) of the total square footage of the Lot.

Provided, however, standing seam metal roofs are permitted, subject to DRC approval, on barns or stables. Provided, however, standing seam metal roofs are permitted, subject to DRC approval, on secondary garages, outbuildings, and sheds.

Provided, however, metal siding is permitted, subject to DRC approval, on barns or stables to the extent needed to mitigate wood chewing by horses. Provided, however, metal siding is permitted, subject to DRC approval, on secondary garages, outbuildings, and sheds.

- (e) **Location of Residence; Setbacks.** The Residence shall be located on the Lot in such a way as to minimize damage to existing terrain, foliage and natural growth, and take advantage of the topography. Nothing contained in this subsection, however, shall unreasonably limit any Owner's ability to construct a Residence upon a Lot. No Residence or other building shall be located on any Lot within or be in violation of the setbacks established on the Subdivision Plat or the PUD Plan, or within any riparian corridor, buffer zone, or environmental setback zone identified in the Environmental Assessment. Residences and other structures shall be setback and offset from the outer property lines of Lot, or Combined Lots, a minimum of fifty feet (50') from all sides. Structures including, but not limited to; residences, garages, and storage facilities shall be located a minimum of three hundred feet (300') from any oil and gas facilities including, wells, separators, tanks, and other oil and gas facilities; and a minimum of thirty-five feet (35') from any flow lines or transmission lines. Residences and other structures completed prior to the adoption of this amended and restated Declaration will not have actions brought against them by the Declarant or Association for violation of the fifty feet (50') setback and offset provision.
- (f) **Garages.** Primary garages shall be of a size at least large enough to enclose three (3) passenger automobiles. No unenclosed carport, either attached or detached is permitted. Garage doors should be side loaded or located so as not to be a focal point from the street or front of the Residence. The DRC shall determine the proper placement and facing of garages and garage doors so as to optimize the streetscape.
- (g) **Fences; Walls.**

OPTION 1: Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, ~~will NOT be permitted on any Lot.~~ shall not exceed ten percent (10%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

OPTION 2: Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, ~~will NOT be permitted on any Lot.~~ shall not exceed twenty percent (20%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

OPTION 3: Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, -will NOT be permitted on any Lot, shall not exceed thirty percent (30%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

OPTION 4: Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, -will NOT be permitted on any Lot, shall not exceed forty percent (40%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

OPTION 1:

- (i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~ twenty percent (~~5~~20%) of the total acreage of the lot;
- ~~(ii) — An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~
- ~~(iii)~~ (ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ten percent (10%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i); ~~the swimming pool fencing as described in (ii);~~ and paddock or corral fencing as described in (iii), shall not exceed ~~ten~~ twenty percent (~~10~~20%) of the total acreage of the lot.

OPTION 2:

- (i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~ thirty percent (~~5~~30%) of the total acreage of the lot;
- ~~(ii) An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~
- ~~(iii)~~ (ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ~~ten~~ fifteen percent (~~10~~15%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i); ~~the swimming pool fencing as described in (ii);~~ and paddock or corral fencing as described in (iii), shall not exceed ~~ten~~ thirty percent (~~10~~30%) of the total acreage of the lot.

OPTION 3:

- (i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~ forty percent (~~5~~40%) of the total acreage of the lot;
- ~~(ii) An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~
- ~~(iii)~~ (ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ~~ten~~ twenty percent (~~10~~20%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i), ~~the swimming pool fencing as described in (ii),~~ and paddock or corral fencing as described in ~~(iii)~~, shall not exceed ~~ten~~ forty percent (~~10~~40%) of the total acreage of the lot.

- (h) **Oil and Gas Wells and Production Facilities.** No Residence shall be constructed within three hundred feet (300) of an existing legal oil or gas well or production facility. No structure with an ignition source may be located within thirty-five feet (35') from any oil or gas flow line or pipeline.
- (i) **Outstanding Mineral Interests.** Nothing contained herein shall be deemed to limit or impede the right of the owner of a mineral interest to obtain access to, drill for, produce, or otherwise extract any minerals from the Property.

- (j) **Driveways; Drainage Plan.** There shall be no interference with the drainage plan set forth in the PUD Plan. In particular but not by way of limitation, culvert pipes to cross road ditches or swales to gain access to Lots shall be set so as not to interfere with the drainage plan.

- (k) **Swimming Pools.** All above ground swimming pools constructed or placed on the Lots, if approved, must be completely screened from view of adjacent neighbors and roads in compliance with the Rules and Design Guidelines. All swimming pools that are at or below grade shall be fenced and covered and otherwise comply with all applicable governmental rules and regulations. The Board may adopt Rules authorizing use of wading or other small, above ground pools on a temporary, seasonal basis. ~~All swimming pools constructed on Lots shall be at or below grade and shall be fenced and covered and/or screened in compliance with the Rules and Design Guidelines, and shall comply with all applicable governmental rules and regulations.~~

- (l) **Stoves and Heating Systems.** No coal or fuel oil heating systems or stoves, or any other type of heater or furnace which emits pollutants in excess of EPA standards for residential areas shall be permitted. Any rooftop solar heating system must be approved by the DRC and, to the greatest extent reasonably possible, all solar panels must be positioned so as not to be visible from adjoining Lots or Common Areas.

- (m) **Landscaping.** All the provisions hereof shall be subject to DRC approval and standards that may be adopted from time to time by the DRC:
 - (i) The Owner shall require his/her Builder or Contractor to take all possible measures to secure topsoil disturbed during construction, in order to prevent wind-borne erosion and loss of valuable, natural nutrients, and prevent storm water run-off during construction.
 - (ii) The Owner shall arrange for re-seeding and other reclamation activities within seven (7) months of receipt of a Certificate of Occupancy.
 - (iii) The area immediately surrounding all sides of the Residence shall be landscaped and maintained. The landscape and irrigation of the areas adjacent to the Residence must be completed within seven (7) months of issuance of Certificate of Occupancy.

- (iv) Within seven (7) months after issuance of a Certificate of Occupancy, a Lot Owner shall plant at least fifteen (15) trees on the Lot, ten (10) of which trees shall be evergreen trees and five (5) of which shall be deciduous trees. Of the ten (10) evergreen trees, at least five (5) shall be a minimum of five feet (5') in height, and of the five (5) deciduous trees, at least two (2) shall be a minimum of ten feet (10') in height. Dead trees must be removed immediately and replaced during the next planting season. The Board may grant reasonable extensions to the seven (7) month planting period provided herein as well as the seven (7) month landscaping periods in subsections (m)(ii) and (iii) up to the start of the next planting season due to weather or other unforeseen circumstances at its reasonable discretion.

OPTION 1: (v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~ten percent (~~\$10~~%) of the total acreage of the Lot.

OPTION 2: (v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~twenty percent (~~\$20~~%) of the total acreage of the Lot.

OPTION 3: (v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~twenty-five percent (~~\$25~~%) of the total acreage of the Lot.

- (vi) No rock, plant material, top soil or similar items shall be removed from any other Lot, from the District Facilities, or from the Common Area by an Owner for the purpose of moving the same to or placing the same upon such Owner's Lot.

- (vii) Use of irrigation may be subject to county watering restrictions.

9.2 Use Restrictions. The following use restrictions apply to all of the Property; provided, however, that to the extent a portion of the Property is not a Lot, nothing contained herein shall be interpreted to permit a use not otherwise permitted by the Subdivision Plat, the PUD or Weld County:

- (a) **Single-Family Residence.** Each Lot is restricted to use as one single family Residence and accessory uses as permitted herein. A single-family Residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with common kitchen and dining area. No room or rooms in any Residence or parts thereof may be rented or leased and no

paying guests shall be quartered in any Residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of a Lot in its entirety to a single family, in which event a copy of the written lease shall be delivered to the Association.

- (b) **Home Occupations Incidental to Residential Use.** Except for those activities conducted as a part of the marketing and development program of the Declarant, home occupations shall be allowed so long as the home occupations are incidental and secondary to the residential use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.
- (c) **Compliance with Laws.** No immoral, improper, offensive or unlawful use may be made of the Property; and Lot Owners shall comply with and conform to all applicable laws, ordinances, rules and regulations of the United States, the State of Colorado, the County of Weld, and the District. The violating Lot Owner shall hold harmless the Association and other Lot Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.
- (d) **Water Systems and Sewage Disposal.** Water for domestic and irrigation use shall be furnished by the District and/or Central Weld Water District in accordance with their rates, rules and regulations. There shall be no individual water wells installed on any Lot, without the written consent of the District and State Engineer of Colorado. Individual sewage disposal systems which comply with the requirements of the State of Colorado and the Weld County Health Department shall be installed and maintained for each Lot on which a Residence is constructed.
- (e) **Offensive Activities.** No noxious, offensive, dangerous or unsafe activity shall be carried on upon any portion of the Property, nor shall anything be done or placed thereon, either willfully or negligently, which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to other Lot Owners or occupants.

- (f) **Annoying Sounds or Odors.** No sound or odor, including those caused by household pets or horses, shall be emitted from any portion of the Property which is noxious or offensive to or would interfere with the rights, comforts or convenience of other Lot Owners or occupants. Without limiting the generality of the foregoing, no exterior speakers, horns or whistles, bells or other sound devise, other than security devices used exclusively for security purposes, shall be located or used on any Lot except with the prior written approval of the DRC.

- (g) **No Hazardous Activities.** There shall be no activity or improvements on any portion of the Property which is or might be unsafe or hazardous to any person or property.

- i. Firearms. No hunting on Property shall be permitted and no firearems shall be discharged upon the Lot or Property.
- ii. Open Fires. Open fires are prohibited except as permitted in the Design Guidelines.
- iii. Fireworks. No fireworks may be used or discharged on any Lot or Property.

~~No Hazardous Activities; Firearms. There shall be no activity or Improvement on any portions of the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no hunting, except as provided by the lease for waterfowl hunting on Milton Reservoir shall be permitted, no firearms shall be discharged upon the Lot or Property, no open fires shall be lighted or permitted, except in a contained barbeque while attended and in use for cooking purpose or within and interior or exterior fireplace designed to prevent the dispersal of burning embers, and no fireworks may be used or discharged upon any Lot or Property.~~

- ~~(g)~~(h) **No Unsightliness.** All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment except when in actual use.

- (i) **Storage of Vehicles.**

- (i) All residents must utilize ~~a their~~ garage for the primary storage of vehicles. Residents may park a maximum of two (2) additional vehicles on the apron of a garage or on a paved or graveled surface directly adjacent to a garage. Only passenger vehicles and empty-bed or flat-bed standard pickups are allowed to be parked on a

garage apron or paved surface adjacent to a garage. ~~Vehicles must be licensed, operable, non-logoed, and driven on a regular basis.~~

- (ii) No boat, trailer, camper, tractor, motor home, recreation vehicle, ATV, UTV, scooter, motorcycle, disabled or junk vehicles, or any other vehicle, the primary purpose of which is for recreational, sporting, or commercial use, shall be parked or stored on or about any lot or street within the property, except within a~~the~~ garage or completely screened from view to the extent permitted by the DRC. Provided, however, horse trailers may be stored on a Lot next to the barn if it can be stored in such a manner that it is fully screened when viewed from the adjacent street in front of the Residence. Provided, however, a trailer may be stored on a Lot, within an approved parking area and without screening, as long as it is at least fifty feet (50') from the property line and the maximum trailer height is less than four feet (4'') tall.
- (iii) Notwithstanding the foregoing, residents may park recreational vehicles or campers on a garage apron or designated paved or graveled driveways adjacent to a garage starting Memorial Day and continuing up through Labor Day of each calendar year. Recreational vehicles or campers must be removed from the Lot by the day after Labor Day or stored and completely screened from view per Section 9.2(i)(ii) of this Declaration. ~~Residents may park recreational vehicles or campers on their driveway for a period not to exceed 48 hours to accommodate loading or unloading of supplies.~~
- (iv) An Owner may allow his or her visitors or guests to park one recreational vehicle, or a trailer or truck being used for moving in or out of the Residence, as well as up to two additional vehicles authorized under Section 9.2(i)(i), on the Owner's garage apron at any time for up to one week, or such other time period as determined and authorized by the Board. The Board may require an Owner to register any visitor or guest vehicles that will be parked on a garage apron pursuant to the policies and procedures as may be adopted by the Board. The Board may further adopt such policies, rules and regulations it deems reasonable regarding the parking of visitor or guest vehicles on a garage apron, which may include, but is not limited to, establishing and clarifying permitted time frames for parking, granting extensions, and requiring Owner vehicle information and/or copy of vehicle registration.
- (iv)- Yard maintenance equipment, tools, and supplies must be stored so as not to be visible from the street or any surrounding properties.

(vi) District service vehicles and emergency vehicles, as defined and permitted by Colorado Law, are exempt from these restrictions.

- (j) **Restrictions on Motorized Vehicles.** No recreational or maintenance vehicles other than maintenance vehicles owned by the Association, the District and its agents, the Declarant and its agents, and oil or gas companies shall be permitted on the Common Elements, District Property or Facilities, or on the private or public roadways. This restriction shall specifically include but not be limited to motorbikes, dirt bikes, snowmobiles, ATVs, UTVs, and other recreational off-road vehicles. Maintenance vehicles may be used by Owners' or Owners' agent during the active maintenance of Owners' Lot; however, no vehicles may be used recreationally upon any Lot.
- (k) **Vehicle Repairs.** No maintenance, service, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on, except within a completely-enclosed structure which screens the sight and sound of the activity from the street and from other Lots.
- (l) **Horses.** Horses (not raised for resale or a commercial purpose) shall be permitted only on the Lots designated by the Declarant as Horse Lots. Only one horse per acre shall be kept on any Lot. A fraction of an acre shall be rounded to the next highest whole acre for determining the number of horses per Lot. Each owner of a horse shall be financially responsible and liable for any damage caused by said horse. Any horse causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association, the District and the Declarant harmless from any claim resulting from any action of such Owner's horse(s) or the horse(s) of such Owner's guests. Each Owner electing to have one or more horses shall dispose of manure before it becomes a fly or odor problem and shall control dust in the paddock area. Horses do not include or allow for other animals within the horse family such as mules, donkeys, or any other livestock.

OPTION 1:

- (m) **Household Pets.** Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances, ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may~~ is also be limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species that are kept within an approved corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage.

OPTION 2:

- (m) **Household Pets.** Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may~~ is also be limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and six (6) chicken hens that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

OPTION 3:

- (m) **Household Pets.** Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may~~ is also be limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and a combined total of eight (8) chicken hens and/or guinea hens that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

OPTION 4:

- (m) **Household Pets.** Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may is also be~~ limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and a combined total of eight (8) chicken hens, guinea hens, turkey hens, alpacas, llamas, and goats that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

- (n) **Access to Common Elements and District Facilities.** No Owner shall place any structure whatsoever upon or permit any structure to intrude upon or overhang the Common Elements or the District Facilities, and no Owner shall engage in any activity which would temporarily or permanently deny free access to any part of the Common Elements or the District Facilities by all Owners. No use shall ever be made of the Common Elements or the District Facilities which would deny ingress or egress by any Owner to such Owner's Lot. The foregoing notwithstanding, nothing contained herein shall be interpreted to afford access to the District Facilities not otherwise provided or approved of by the District.
- (o) **Prohibition Against Certain Discrimination.** Anything to the contrary herein notwithstanding, these covenants shall be construed as omitting restrictions, if any, based on race, color, national origin, creed, sex, marital status, ancestry, familial status or disability.
- (p) **Restrictions on Garbage and Trash.** No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any of the Property except within an enclosed structure or area appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up.
- (q) **No Temporary Structures or Building Materials.** Except for construction trailers and or materials, which may be stored for up to six (6) months during actual construction on a Lot or the Common Areas or the District Facilities, no shed, shack, temporary structure or temporary building or building materials shall be placed, stored or maintained upon the Property.
- (r) **Compliance with Insurance Requirements.** Nothing shall be done or kept on the Property which could result in a material increase in the rates of insurance or would result in the cancellation of insurance maintained by the Association, without the prior approval of the Association.
- (s) **Further Subdivision of Lots.** The Owner of a Lot shall not further subdivide that Lot. Provided, however, that nothing in this subsection shall prohibit Declarant or an Owner from subdividing a Lot for the sole purpose of annexing subdivided portions of such Lot to other adjacent Lots.

- (t) **Restoration in the Event of Damage or Destruction.** In the event of damage or destruction of any Improvement on a Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the DRC, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the DRC, so as to present a pleasing and attractive appearance.
- (u) **Restrictions on Signs and Advertising.** No sign, poster, banner, flag, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Property so as to be evident to public view, except for flags and signs as allowed under CCIOA as well as any flags, seasonal decorations, name plates, signs or monuments approved in writing by the DRC pursuant to Article 8 as to number, placement, dimensions and other applicable design standards. ~~Political campaign signage is permitted so long as dimensions do not exceed twenty four (24) inches by thirty six (36) inches, are not erected more than forty five (45) days before an election and are removed within seven (7) days after the polls close. A sign advertising a Lot for sale or for lease may be placed on such Lot; provided, however, that~~ Signs placed on Lots shall comply with standards relating to number, dimensions, color, style and location of such signs as shall be determined from time to time by the DRC. Notwithstanding anything to the contrary, this subsection (u), or any provision(s) hereof, shall not apply to the District ~~or the Declarant.~~
- (v) **Unmanned Aircraft Systems.** Unmanned Aircraft Systems (UAS) also commonly referred to as drones may be operated over a Lot Owner's Lot but are prohibited from taking off or landing within the Common Elements (if any), District Facilities (unless authorized by the District) or other Lots or Property not owned by the operator of the UAS without such owner's permission. A UAS or drone shall not be operated in such a manner as to constitute a nuisance, invasion of privacy or unsafe condition in the Community, which includes, but is not limited to, hovering directly over (50 feet or less) of any individual, any individual's personal property (including cars), or any real property.
- (w) **Operation of Family Child Care Homes.** To the extent required by law, the operation of a licensed family child care home as defined per Colorado statute is permitted subject to such reasonable Rules as may be adopted by the Board in accordance with the CCIOA, which includes but is not limited to requiring the owner or operator to carry liability insurance. Owners or operators of family child care homes must comply with design guidelines, parking, landscaping, noise and other restrictions not specific to the

operation of their business. Reasonable accommodations to fencing restrictions will be granted on a case by case basis. Except as required by law, family child care homes are prohibited unless it otherwise qualifies as a home occupation pursuant to Section 9.2(b) of the Declaration.

9.3 Restrictions on Alienation. The following restrictions on alienation apply to all of the Property:

- (a) **No Time-Sharing Plan.** No portion of the Property may be conveyed pursuant to a time-sharing plan.
- (b) **Leases.** No portion of the Property may be leased or rented for a term less than sixty (60) days. All leases and rental agreements for Lots shall be in writing and subject the requirements of this Declaration and the Association. All leases of a Lot shall include a provision that the tenant will recognize and adhere to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of this Declaration against the tenant, provided the Association gives the Owner of such leased Lot notice of the Association's intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.
- (c) **Summary Process.** The Association will have the right and power to exercise the landlord's rights of summary process against any tenant of a Lot Owner who violates the Rules or this Declaration. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within thirty (30) days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

ARTICLE 10 AMENDMENTS TO DECLARATION

10.1 In General. This Declaration may be amended only by vote or agreement of Owners of Lots to which ~~at least sixty-seven percent (67%)~~ more than fifty percent (50%) of the votes in the Association are then allocated.

10.2 Consent of District. No amendment to the Declaration shall modify or affect the District Facilities or any right or interest of the District without the written consent of the District.

10.3 Limitation of Challenges. An action to challenge the validity of an amendment to the Declaration may not be brought more than one (1) year after the amendment is recorded in the Records.

10.4 Recordation of Amendments. Each amendment to the Declaration must be recorded in the Records, and the amendment is effective only upon recording.

ARTICLE 11 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Apportionment of Common Expenses. Except as provided in Section 11.2 and 11.6 of this Declaration, all Common Expenses shall be assessed against all Lots in accordance with their percentage of liability for Common Expenses as provided in Section 7.1 of this Declaration, subject to the Declarant's right to add additional lands, thereby increasing the total number of Lots, and/or combine Lots, thereby reducing the total number of Lots, and in both cases reallocating the percentages of liability for Common Expenses. This shall include but not be limited to Common Expenses for reasonable maintenance and replacement of the Common Elements, notwithstanding the fact that such maintenance and replacement could be viewed as benefiting one particular Lot over another. There shall be no Common Expense Assessment against District Facilities or property without the written consent of the District.

11.2 Common Expenses Attributable to Fewer than all Lots.

- (a) Any Common Expense for services approved by the Board of Directors and provided by the Association to an individual Lot or some Lots but fewer than all the Lots at the request of the particular Lot Owner or Owners shall be assessed against the requesting Lot(s).
- (b) A Common Expense Assessment to pay a judgment against the Association may be made only against the Lots comprising the Property at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (c) If a Common Expense is caused by the negligence or misconduct of a Lot Owner, the Association may assess that expense exclusively against that Lot Owner's Lot.

- (d) Fees, charges, taxes, impositions, late charges, fines, collection costs, attorneys' fees and interest charged against a Lot Owner pursuant to this Declaration are enforceable as Common Expense Assessments.

11.3 Lien.

- (a) The Association is hereby granted and shall have a lien on a Lot for a Common Expense Assessment levied against the Lot or fines imposed against its Lot Owner. Fees, charges, late charges, attorney fees, fines and interest are enforceable as Common Expense Assessments under this Section. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If a Common Expense Assessments payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.
- (b) To evidence the Common Expense Assessment on any Lot not paid as set forth herein, the Association may prepare a Notice setting forth the amount of such unpaid Common Expense Assessment, plus interest due and accruing, the name of the Owner being assessed, and a legal description of the Lot on which the Common Expense Assessment remains unpaid. The Notice shall be signed by an officer of the Association and may be recorded in the Records.
- (c) A lien for an unpaid Common Expense Assessment is extinguished unless proceedings to enforce the lien are instituted within ~~three~~six years after the full amount of the Common Expense Assessment becomes due or as otherwise authorized under CCIOA and subject to any tolling as may be allowed ~~, except that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.~~
- (d) This Section does not prohibit an action to recover sums for which subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (e) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney fees for the prevailing party, which shall be additional Common Expense Assessments.

- (f) A judgment or decree in an action brought under this Section is enforceable by execution under Colorado law.
- (g) The Association's lien must be foreclosed by the same judicial procedure by which a mortgage on real estate is foreclosed under Colorado law. In any such foreclosure, the delinquent Owner shall be required to pay all costs and reasonable attorney fees in connection with the preparation and filing of the Notice, as provided herein, and all costs and reasonable attorney fees incurred in connection with the foreclosure. The Association shall have the power to bid on the Lot being foreclosed. Any holder of a Security Interest on a Lot which is the subject of the Association's lien being foreclosed may, but shall not be required to, pay any unpaid Common Expense Assessment and upon such payment, such holder of the Security Interest shall have a lien upon the Lot, including Improvements, for the amount paid, of the same rank as the lien of the Association.
- (h) In any action by the Association to collect Common Expense Assessments or to foreclose a lien for unpaid Common Expense Assessments, the Court may appoint a receiver for the Lot who shall collect all sums due from that Lot Owner or a tenant of the Lot Owner prior to or during the pendency of the action.
- (i) If a holder of a first lien Security Interest in a Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid Common Expense Assessments against that Lot which became due before the sale, other than the Common Expense Assessments which are prior to that Security Interest under subsection (b) of this Section of the Declaration. Any unpaid Common Expense Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Lot Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.
- (k) By acquiring title to a Lot, an Owner waives all federal and state homestead or other exemptions with respect to the lien for Common Expense Assessments.

11.4 Certificate of Payment of Common Expense Assessments. The Association, upon written request, shall furnish a Lot Owner with a written statement setting out the amount of unpaid Common Expense Assessments against the Lot. The statement must be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors and each Lot Owner. A reasonable fee, established by the Board of Directors, may be charged for such statement.

11.5 Acceleration of Common Expense Assessments. In the event of default in which any Lot Owner does not make the payment of any Common Expense Assessment levied against his Lot within 10 days of the date due, the Board of Directors shall have the right to declare all unpaid Common Expense Assessments for the pertinent fiscal year immediately due and payable.

11.6 Commencement of Common Expense Assessments Against Lots, If Any, Hereafter Subjected to this Declaration. As to Lots, if any, subjected to the Declaration on or after January 1, 2010, liability of each such Lot for Common Expense Assessments in accordance with Sections 7.1 and 11.1 of this Declaration shall commence upon recording of the document by which such Lot is subjected to this Declaration.

11.7 No Waiver of Liability for Common Expenses. No Lot Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Common Expense Assessments are made.

11.8 Personal Liability of Lot Owners. The Lot Owner of a Lot, at the time a Common Expense Assessment or portion of the Common Expense Assessment is due and payable is personally liable for the Common Expense Assessment; provided, however, that in accordance with Article X, Section 20 of the Colorado Constitution, the District shall not be liable for any Common Expense Assessment. Personal liability for the Common Expense Assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the obligation.

11.9 Assignment of Rents. If a Lot is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Common Expense Assessments due by that Owner to the Association. If the Common Expense Assessments owed by the Owner of a rented Lot are more than thirty (30) days delinquent, the Board may collect, and the occupant or lessee shall pay to the Board, the rent for any Lot owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Board's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Board's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Lot rental or a waiver of the Owner's obligations as

provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Lot or Owner, nor in derogation of the exercise of any rights to rents by a the holder of a first lien security interest of a Lot. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Lot in the same manner as any other Common Expense Assessment under this Declaration.

11.10 Maximum Amount of Common Expense Assessments Exclusive of Optional User Fees, Special Charges and Any Insurance Premiums Paid to the Association. Notwithstanding anything to the contrary, the maximum annual Common Expense Assessment per Lot for the next Common Expense Assessment year that commences January 1, 2010, exclusive of optional user fees (such as those provided for in Section 11.2 of this Declaration), special charges (such as fines, default interest and late charges), and insurance premiums paid to the Association, shall not be greater than \$400.00 per annum. Then, for each subsequent Common Expense Assessment year, the maximum annual Common Expense Assessment per Lot, exclusive of optional user fees (such as those provided for in Section 11.2 of this Declaration), special charges (such as fines, default interest and late charges), and insurance premiums paid to the Association, shall not exceed the maximum annual Common Expense Assessment per Lot for the immediately preceding Common Expense Assessment year plus any increase in the United States department of labor bureau of labor statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar year.

11.11 Budget. [The budget for annual Assessments shall be submitted to the Lot Owners for ratification pursuant to Section 303\(4\) of the CCIOA. The budget may be vetoed by Lot Owners holding a majority of the total Association vote.](#)

ARTICLE 12 PERSONS AND PROPERTY SUBJECT TO DECLARATION

12.1 Compliance with Declaration. All Lot Owners, tenants and occupants of Lots shall comply with this Declaration. The acceptance of a deed or exercise of any incident of ownership or entering into a lease or occupancy of a Lot constitutes agreement that the provisions of this Declaration are accepted and ratified by that Lot Owner, tenant or occupant. All provisions recorded in the Records are covenants running with the land, shall bind any Persons having at any time any interest or estate in any portion of the Property, and shall be enforceable by the Association or any Owner or the District, to the extent that any District Facility or interest of the District is affected, directly or indirectly.

12.2 Adoption of Rules. The Board of Directors may adopt Rules regarding the use of the Common Elements and the use and occupancy of Lots as they affect the Common Elements and the other Owners and for the conduct of Persons within the Community.

ARTICLE 13 BOARD OF DIRECTORS

13.1 Association Records and Minutes of the Board of Directors Meetings. The Board of Directors shall permit any Lot Owner, or holder, insurer or guarantor of a first lien Security Interest secured by a Lot, to inspect the records of the Association and the minutes of Board of Directors and committee meetings during normal business hours. The minutes shall be available for inspection within a reasonable period after any such meeting.

13.2 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Declaration or the Bylaws. The Board of Directors shall have, subject to the limitations contained in the Declaration, all powers provided by law and all powers incidental to the administration of the affairs of the Association and of the Community, which shall include, but not be limited to the following:

- (a) adopt and amend Bylaws, Rules and regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect Common Expense Assessments from Lot Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge independent contractors, employees and agents, other than managing agents;
- (f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of or otherwise enforce the Declaration, Association Bylaws or Rules in the Association's name, on behalf of the Association or two or more Lot Owners, on matters affecting the Community;
- (g) make contracts and incur liabilities;
- (h) regulate the use, maintenance, repair, replacement and modification of the Common Elements, including but not limited to the express power to approve conveyance of some or all of the Common Elements to the District for public use, with the District's written consent, and direct the appropriate officer of the Association to execute the necessary conveyance deed to accomplish the same;
- (i) cause additional improvements to be made as a part of the Common Elements;

- (j) impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, and for services provided to Lot Owners;
- (k) impose a reasonable charge for late payment of Common Expense Assessments and levy reasonable fines for violations of the Declaration, the Bylaws, Rules and regulations of the Association;
- (l) impose a reasonable charge for the preparation and recordation of amendments to this Declaration and for a statement of unpaid Common Expense Assessments;
- (m) provide, at the option of the Board of Directors, for the indemnification of the Association's officers and the Board of Directors, and/or maintain Directors' and officers' liability insurance, and/or maintain any other comprehensive, general or liability insurance deemed appropriate;
- (n) assign the Association's right to future income, including the right to receive Common Expense Assessments;
- (o) exercise any other powers conferred by this Declaration or the Bylaws;
- (p) exercise any other power that may be exercised in this State by legal entities of the same type as the Association;
- (q) exercise any other power necessary and proper for the governance and operation of the Association; and
- (r) by resolution, establish permanent and standing committees of Directors to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Lot Owner within fifteen (15) days of publication of the notice. If an appeal is made, the committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

13.3 Limitations on Board of Directors. The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Community or to elect directors to the Board of Directors or determine the qualifications, powers and duties or terms of office of members of the Board of Directors, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE 14 OPEN MEETINGS

~~14.1 — Access. All meetings of the Board of Directors and DRC, at which action is to be taken by vote, will be open to the Lot Owners, except as hereafter provided.~~

~~14.2 — Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.~~

~~14.3 — Executive Sessions. Meetings of the Board of Directors may be held in executive session without giving notice and without the requirement that they be open to Lot Owners, in the following situations only: if the action taken at the executive session involves personnel, pending litigation, review or discussion relating to any written or oral communication from legal counsel, management contracts, misconduct, matters involving the invasion of privacy of individual Lot Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.~~

ARTICLE ~~15~~14 MISCELLANEOUS PROVISIONS

~~15~~14.1 Captions. The captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

~~15~~14.2 Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of this Declaration so requires.

~~15~~14.3 Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

~~15~~14.4 Validity. The invalidity of any provision of this Declaration does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Declaration shall continue in full force and effect.

~~15~~14.5 Conflicts. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

14.6 Insurance. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot. The Association may acquire as a common expense such insurance over the Common Elements or Property as it determines necessary or as may otherwise be required pursuant to the Declaration, including but not limited to hazard insurance, public liability and property damage liability insurance, fidelity insurance, worker's compensation and employer's liability insurance, and directors' and officers' personal liability insurance.

14.7 Enforcement. Every Lot Owner and occupant of a Lot shall comply with the Declaration, Rules, Design Guidelines, policies and procedures of the Association, and each Lot Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration. The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Association's governing documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote and the right to use Common Elements, if applicable;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Lot Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Lot Owner as an Assessment) or taking action to abate any violation of the governing documents;

(iv) requiring a Lot Owner, at the Lot Owner's expense, to remove any structure or improvement on such Lot Owner's Lot in violation of the governing document and to restore the Lot to its previous condition and, upon failure of the Lot Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Lot Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Lot Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of a Lot Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the governing documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if a Lot Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the governing documents, the Association may record a notice of violation against the Lot Owner and the Lot.

All remedies set forth in the governing documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the governing documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Beebe Draw Farms Property Owners Association, hereby certify that Members holding at least 67% of the Votes in the Association have approved this Declaration.

BEEBE DRAW FARMS PROPERTY OWNERS
ASSOCIATION, a Colorado nonprofit corporation

By: _____
President

By: _____
Secretary

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____,
 20____, by _____, President of Beebe Draw Farms Property
 Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

 Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____,
 20____, by _____, Secretary of Beebe Draw Farms Property
 Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

 Notary Public

CONSENT

The undersigned District hereby consents to this Declaration to the extent, if any, that the same modifies or affects the District Facilities or any right or interest of the District.

BEEBE DRAW FARMS METROPOLITAN
DISTRICT NO. 1, a Colorado special district, solely
for the purpose of affirming the District's rights
under Article 5 above

By: _____
_____, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Declaration was acknowledged before me on this _____ day of _____, by _____ as _____ of Beebe Draw Farms Metropolitan District No. 1, a Colorado special district.

Witness my hand and official seal.

My commission expires:

Notary Public

CONSENT

The undersigned District hereby consents to this Declaration to the extent, if any, that the same modifies or affects the District Facilities or any right or interest of the District.

BEEBE DRAW FARMS METROPOLITAN
DISTRICT NO. 2, a Colorado special district, solely
for the purpose of affirming the District's rights
under Article 5 above

By: _____
_____, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Declaration was acknowledged before me on this _____ day of _____, _____, by _____ as _____ of Beebe Draw Farms Metropolitan District No. 2, a Colorado special district..

Witness my hand and official seal.

My commission expires:

Notary Public

*Beebe Draw Farms Property Owners Association
c/o Blue Hawk Management, LLC
P.O. Box 30
Frederick, CO 80530*

September 24, 2021

Re: Vote on Proposed Amendments to the A&R Declaration

Dear Homeowners:

Beebe Draw Farms Property Owners Association ("Association") is seeking your approval for an Amended and Restated Declaration of Covenants for Beebe Draw Farms and Equestrian Center ("Proposed A&R Declaration"). The Proposed A&R Declaration contains various proposed revisions to the current Amended and Restated Declaration that was recorded on December 2, 2010 at Reception No. 3736178. The Proposed A&R Declaration is the result of several surveys and comments received from the Community.

Owners are being given an opportunity to separately vote on whether or not to include certain changes in the A&R Declaration. The final A&R Declaration will contain only those individually proposed changes that receive at least 67% Owner approval. A copy of the A&R Declaration is enclosed for your review. The individual changes that you may vote on separately are shown in the Proposed A&R Declaration with additions or changes underlined and deletions struck through. The enclosed ballot also contains the individual provisions that you may vote on separately that will be included in the final A&R Declaration if approved.

The changes in the Proposed A&R Declaration include such provisions as:

- Expanding on the definition of "Common Expenses" to include community events and reserves;
- Removing obsolete terms relating to FICO lease;
- Removing references to the "Declarant;"
- Clarifying restrictions prohibiting modular or factory-built homes;
- Clarifying the role of the DRC and adoption of Design Guidelines;
- Deleting and amending certain building and improvement restrictions in Article 9;
- Increasing total allowed fencing on Lots;
- Amending parking and pet restrictions as well as clarifying the meaning of "horse" property;
- Adding restrictions related to drones and family child care homes;
- Updating lien and budget provisions as provided under the Colorado Common Interest Ownership Act;
- Adding a new provision regarding owner responsibility for insurance;
- Adding a new provision regarding enforcement of the covenants and rules; and
- Deleting article on open meetings as this information is not required to be in the Declaration and is already in the A&R Bylaws for the Community and is otherwise required per statute.

The Association's Board of Directors has approved the Proposed A&R Declaration and believes it to be in the best interests of the Association and its homeowners based on the community surveys. To encourage homeowner participation, the Board has decided to conduct the vote on this matter by mail pursuant to C.R.S. § 7-127-109 and Section 4.10 of the A&R Bylaws and has therefore enclosed a Ballot for you to cast your vote. Members are entitled to vote by mail "for" or "against" each proposed amendment on the enclosed Ballot.

In order for the Association to hold this vote by mail ballot, Ballots must be returned by at least 1/3 of the Members eligible to vote in the Association (i.e., at least 63 Member votes). However, in order for the Proposed A&R Declaration to be adopted and become effective, Members holding at least sixty-seven percent (67%) of the total votes in the Association must be in favor of the Proposed A&R Declaration. For the Proposed A&R Declaration to contain any of the changes to the provisions identified on the Ballot and in the Proposed A&R Declaration, Owners holding 67% of the total votes in the community must vote in favor of that specific proposed change. If any one of the proposed changes does not meet the approval percentage then that proposed change will not be included in the final approved A&R Declaration.

Provided that at least some of the proposed changes in the Proposed A&R Declaration are approved, the proposed changes not approved by the Owners will be removed from the Proposed A&R Declaration and those proposed changes approved will be added prior to recording. The final approved Proposed A&R Declaration will also be renumbered and the table of contents updated as may be necessary based on the specific proposed changes that were approved or rejected.

Please cast your vote on the enclosed Ballot. Please return your Ballot to the Association's manager no later than **5:00 p.m., November 15, 2021** at the address above. **Ballots received after that date/time cannot be counted, so it is imperative that the Association receive your Ballot before the deadline.** The prompt return of the enclosed Ballot will aid the Association in reducing the expense of additional solicitations. Should you have any further questions regarding this matter please contact your Association manager or any one of your current Board members.

Sincerely,

Beebe Draw Farms Property Owners Association
Board of Directors

**BALLOT
FOR VOTE ON
PROPOSED AMENDED AND RESTATED DECLARATION**

NOTICE IS HEREBY GIVEN that Beebe Draw Farms Property Owners Association solicits your vote by written Ballot for the purpose of voting on a Proposed Amended and Restated Declaration by voting upon the individual amendment provisions to be included or rejected in the Proposed Amended and Restated Declaration.

The Proposed Amended and Restated Declaration, if approved, will supersede and replace the current Amended and Restated Declaration recorded December 2, 2010 at Reception No. 3736178. If approved, the final recorded Amended and Restated Declaration will contain only those specific individual changes approved by Owners holding 67% of the total votes in the community. The Proposed A&R Declaration will be updated to reflect those changes approved or rejected based on the results of the vote prior to recording.

If you chose to vote against the Proposed A&R Declaration in its entirety then you do not need to vote on each of the individual proposed amendments. A vote against any proposed change means the language will remain as currently exists within the covenants without the change.

Pursuant to the terms of the Colorado Revised Nonprofit Corporation Act, a written Ballot may not be revoked.

I/We represent myself/ourselves to be an owner(s) of a Lot within the Community. I/We cast my/our vote in reference to the following matter as indicated. Once you have completed your Ballot please sign and date the last page.

I. Vote to reject all proposed changes in the Proposed A&R Declaration:

If you check this box to vote against all changes you do not need to vote on each item separately below. However, please sign and date the Ballot on the last page.

- ☐ Vote AGAINST and REJECT the Proposed A&R Declaration in its entirety.

II. Vote on proposed changes in the Proposed A&R Declaration individually - Proposed changes are shown in Track Changes and include additions (underline) and/or deletions (strikethrough):

If you are in favor of any of the specific proposed changes, please vote on each numbered item below. Only those individual proposed changes approved by Owners holding 67% of the total votes in the Association will be approved and included in the final recorded document. The final approved Proposed A&R Declaration will also be renumbered and the table of contents updated as may be necessary based on the specific proposed changes that were approved or rejected. After voting upon each item, please sign and date the Ballot on the last page.

1. Vote on the amendment to Article 3, Section 3.5 definition of Common Expenses as follows:

3.5 Common Expenses or Common Expense Assessments. The Common Expenses are the expenses or financial liabilities not paid by or the responsibility of the District for the operation of the Community. "Common Expense Assessments" are the funds required to be paid by each Lot Owner in payment of such Owner's Common Expense liability.

These expenses include:

- (a) Expenses of administration, maintenance, construction, improvement, repair or replacement of the Common Elements;
- (b) Expenses of utilities not separately metered and billed directly to the Lot Owners;
- (c) Expenses for the administration and enforcement of the covenants and other governing documents, including maintenance obligations, over the Lots and any other Property;
- (d) Expenses for social or Community events as determined by the Association;
- ~~(e)~~ (e) Expenses declared to be Common Expenses by this Declaration;
- ~~(f)~~ (f) Expenses agreed upon as Common Expenses by the Association;
- (g) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association or the administration and operation of the Community, including, but not limited to costs of enforcement and legal expenses.

In addition, some costs and expenses benefitting fewer than all the Lots shall be a Common Expense, but shall be assessed exclusively against those Lots benefited, as more fully set forth in Section 11.2.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 3.5 of Article 3.
- ☐ Vote AGAINST and REJECT the changes to Section 3.5 of Article 3.

2. Vote on the amendment to Article 3 adding a new Section 3.7 defining the term "Completely Screened" as follows (if approved existing numbering in the document will be updated accordingly):

3.7 Completely Screened. Completely screened, or fully screened, means, unless expressly stated otherwise, an improvement, item or object cannot be seen when viewed from any other Lot, street or other property within the Community.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition of Section 3.7 to Article 3.
- ☐ Vote AGAINST and REJECT the addition of Section 3.7 to Article 3.

3. **Vote on the amendment to Article 3 restating Section 3.9 defining the term "Director" as follows:**

3.9 Director. A Director is a member of the Board of Directors of the Association. A Director must be an Owner current in the payment of Assessments, with no outstanding covenant violations, and otherwise in good standing as well as satisfy such other qualifications as may be set forth in the Association's Bylaws.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 3.9 of Article 3.
- ☐ Vote AGAINST and REJECT the changes to Section 3.9 of Article 3.

4. **Vote on the amendment to Article 3 deleting original Sections 3.14, 3.15, and 3.17 and Article 5 deleting Section 5.2(b) as follows:**

~~3.14 — FRICO means The Farmers Reservoir and Irrigation Company, a Colorado corporation.~~

~~3.15 — FRICO Lease shall mean that certain Grazing and Recreational Lease dated March 4, 1987, between FRICO, as lessor, and Beebe Draw Land Company, Ltd., a Colorado limited partnership, as lessee, as amended, the rights of the lessee thereunder having been assigned to the District. The FRICO Lease was recorded in the Records on March 6, 1987, at Book 1148, Folio 1665, Reception 02090926.~~

~~3.17 — Lake. The Lake is the Milton Reservoir Lake, owned by FRICO but leased to the District under the FRICO Lease, as assigned.~~

5.2 District Facilities. The District Facilities shall mean and include, but not be limited to, the following, all of which shall be owned, managed, and/or operated by the District for public use in accordance with the provisions of the District Service Plan and Colorado State law:

- (a) the equestrian center buildings, parking areas, arenas and jumping courses;
- ~~(b) — the land leased under the FRICO Lease and the water recreation facilities to be constructed on such land;~~
- ...

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the deletions of Sections 3.14, 3.15, and 3.17 and in Article 5 deleting Section 5.2(b).
- ☐ Vote AGAINST and REJECT the deletions of Sections 3.14, 3.15, and 3.17 and in Article 5 deleting Section 5.2(b).

5. **Vote on the amendment to Article 3, Section 3.25 deleting reference to Declarant as follows:**

3.25 Property. Property is the land and all Improvements, easements, rights and appurtenances ~~presently owned by Declarant~~ which have been submitted to this Declaration, as described in the first paragraph thereof, or any other lands added hereafter, as provided herein, excluding any District Facilities, land or Improvements.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 3.25 of Article 3.
- ☐ Vote AGAINST and REJECT the changes in Section 3.25 of Article 3.

6. **Vote on the amendment to Article 3, Section 3.28 relating to modular homes as follows:**

3.28 Residence. A Residence shall be the building for single-family living, constructed ~~on a Lot,~~ including an enclosed garage attached thereto or connected thereto by an arbor or breezeway. Residence does not include modular or factory-built homes whereby the home is largely built offsite and then constructed, placed or installed on the Lot. Modular or factory-built homes are prohibited as of the effective date of this Amended and Restated Declaration. Any Lots with modular or factory-built homes prior to the effective date of this Amended and Restated Declaration are permitted to continue having modular or factory-built homes.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 3.28 of Article 3.
- ☐ Vote AGAINST and REJECT the changes to Section 3.28 of Article 3.

7. **Vote on the amendment deleting Article 4, Sections 4.3 and 4.4 regarding the Declarant's right to add additional lands to the community as follows:**

~~**4.3 Addition of Other Lands.** Declarant may at any time, or from time to time, until twenty (20) years after recording of this Declaration, add other lands within the Community to the Property covered by this Declaration. Upon recording in the Records of a Notice of Addition of Lands containing the information set forth in Section 4.4 hereof, the provisions contained in this Declaration shall apply to the additional lands which shall thereupon become part of the Property covered by this Declaration; and thereafter the rights, privileges, duties and liability of the Owners and occupants of the added lands shall be the same as in the case of the original Property; except that Common Expense Assessments imposed by this Declaration on such additional lands shall commence from the date of recording of the Notice of Addition of Lands.~~

~~**4.4 Notice of Addition of Lands.** The Notice of Addition of Lands referred to in Section 4.3 above shall contain the following provisions:~~

- ~~(a) a reference to this Declaration, which reference shall state the date of recording hereof and the reception number or book and page numbers of the Records where this Declaration is recorded, and any amendments thereto;~~

- ~~(b) — a statement that the provisions of this Declaration shall apply to the additional lands in the manner set forth in Section 4.3 above;~~
- ~~(c) — an exact legal description of the additional lands; and~~
- ~~(d) — the consent of the owner or owners of the additional lands to subject themselves and their included real estate to this Declaration.~~

- ☐ Vote IN FAVOR of and APPROVE the deletions of Sections 4.3 and 4.4 of Article 4.
- ☐ Vote AGAINST and REJECT the deletions of Sections 4.3 and 4.4 of Article 4.

8. Vote on the amendment to Article 6, Section 6.2 restating maintenance responsibility of the Association as follows:

6.2 Duties of Association. The Association shall improve, maintain, repair, replace, beautify and keep all the Common Elements and such other real property subject to the Declaration in neat, attractive, sightly, and in good order, to the extent that such functions are not performed by Lot Owners nor expected to be performed by the District or Weld County or any other political subdivision thereof or of the State of Colorado. The Association may, from time to time, hire and or contract with third parties to achieve the objectives of this Section 6.2.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 6.2 of Article 6.
- ☐ Vote AGAINST and REJECT the changes to Section 6.2 of Article 6.

9. Vote on the amendment to Article 8, Section 8.1 to use the word "Owners" as follows:

8.1 Creation of Committee. There is hereby created a standing committee of the Association to be known as the "Design Review Committee" or "DRC", to be composed of a minimum number of three (3) ~~individuals~~Owners. Members of the DRC shall be appointed by the Board of Directors to hold office at the will of the Board of Directors.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 8.1 of Article 8.
- ☐ Vote AGAINST and REJECT the changes to Section 8.1 of Article 8.

10. Vote on the amendment to Article 8 adding language clarifying Environmental Assessment in Section 8.2 as follows:

8.2 Purpose of DRC. The purpose of the DRC is to maintain the superior beauty and quality of the Improvements constructed on the Property, and the harmony thereof with the surroundings, to assure that the natural environment is disturbed as little as possible, to enforce the provisions of the Environmental Assessment, to the extent applicable, and to evaluate the use and suitability of the proposed Improvements and the effect of the same on any adjacent or neighboring properties.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 8.2 of Article 8.
- ☐ Vote AGAINST and REJECT the changes to Section 8.2 of Article 8.

11. Vote on the amendment to Article 8, restating Section 8.3 regarding approval of improvements as follows:

8.3 Approval of Improvements. Except for initial Improvements constructed by the Association, District, or Declarant and Improvements made at any time by the Association, ~~or District, or Declarant,~~ all plans and specifications in connection with (a) building, exterior remodeling, rebuilding, refurbishing or alteration of a Residence, including without limitation, the exterior appearance, color or texture; or (b) creation or construction of any Improvements or alterations to the Property, including but not limited to gardening, landscaping, planting, patio covers, awnings, sculpture or art work, driveway, sidewalk, fence, outside deck, or clearing, grading, excavating, filling or similar disturbance of the surface of the land, all of which shall require the prior written approval of the DRC. ~~(and the prior, written approval of the Declarant, as to initial Improvements constructed, installed or located on a Lot where such Improvements did not previously exist).~~

The DRC shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping and alterations to Improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the DRC on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effect of location and use of improvements on nearby Lots, preservation of aesthetic beauty, conformity with any specific requirements expressed in this Declaration, and conformity with the specifications and purposes generally set out in this Declaration.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 8.3 of Article 8.
- ☐ Vote AGAINST and REJECT the changes to Section 8.3 of Article 8.

12. Vote on the amendment to Article 8, restating Section 8.7 regarding design guidelines as follows:

8.7 Guidelines, Standards and Procedures. The design guidelines will contain all building or construction related requirements and be maintained and enforced by the DRC, subject to Board review. The DRC may propose design guideline updates or changes once per year to the Board by a date and time set by the Board, which may include, but is not limited to, setting forth procedures for the submission and review of plans, guidelines setting forth criteria for consideration, specifications for particular types of improvements, and lists of improvements that do not require DRC approval. Any proposed changes must first be approved by the Board. Any Board approved changes to the design guidelines will then be submitted to the Lot Owners for approval not more frequently than annually and to be effective such changes must be approved by the Lot Owners. The Association's design guidelines shall be deemed adopted and in effect upon approval of Lot Owners holding a majority of the votes within the Community. ~~The DRC, with the prior, written approval of the Declarant, may adopt guidelines, standards and procedures for its day-to-day operations and the performance of its duties under this Declaration, which guidelines, standards and procedures shall be consistently applied for all matters coming before the DRC. A Design Guidelines document may be periodically revised by the DRC, with the prior, written approval of the Declarant, and distributed to all Lot Owners by the Management Company.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 8.7 of Article 8.
- ☐ Vote AGAINST and REJECT the changes to Section 8.7 of Article 8.

13. Vote on the amendment to Article 8, Section 8.11 restating to require variance approval by majority vote of the Board as follows:

8.11 Variances. The DRC ~~(and, if applicable, the Declarant)~~ may grant reasonable variances or adjustments from conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural/design guidelines. Any such variance must also be approved by majority vote of the Board of Directors. ~~and by Declarant, as to variances approved by the Declarant when the Declarant's approval of an Improvement is required in this Declaration.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 8.11 of Article 8.
- ☐ Vote AGAINST and REJECT the changes in Section 8.11 of Article 8.

14. Vote on the amendment to Article 9, Section 9.1 to add clarification on improvement restrictions in Design Guidelines as follows:

9.1 Improvements to Lots. The Association's Design Guidelines may include such reasonable restrictions on Improvements to Lots that do not otherwise conflict with this Declaration, including, but not limited to, restrictions on zoning, height and floor area requirements for Residences, outbuildings, placement and setbacks of Residences and other Improvements, garages, fences and walls, oil and gas wells and production facilities, driveways, drainage plans, swimming pools, stoves and heating systems, landscaping, and signs and advertising on the Lots (provided, however, any such signs or advertising restrictions shall not apply to the District):

The following restrictions on construction of Improvements apply to the Property; provided, however, that to the extent a portion of the Property is not a Lot, nothing contained herein shall be interpreted to permit an Improvement not otherwise permitted by the Subdivision Plat, the PUD or Weld County:

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1 of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1 of Article 9.

15. Vote on the amendment to Article 9, Section 9.1(b) restating restrictions on minimum floor area as follows:

- (b) Minimum Floor Area. The minimum floor area requirements of this subsection for any Residence are exclusive of garages, porches and patios. As so described, any Residence erected on a Lot shall have a minimum ground floor area for the main structure or in the case of one-story structures, not less than fifteen hundred (1500) square feet at grade; in the case of two-story structures, not less than ~~one thousand (1000) square feet at grade on the ground floor and at least eight hundred (800) square feet on the second floor~~ eighteen hundred (1800) square feet at or above grade unless the Residence has a full basement, in which case not less than ~~six hundred (600) square feet on the second floor~~ sixteen hundred (1600) square feet at or above grade; and, in the case of a split-level structure with two or more levels above grade, not less than sixteen hundred (1600) square feet among the above ground levels.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(b) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(b) of Article 9.

16. Vote on the amendment to Article 9, Section 9.1(d) allowing up to three outbuildings with total square footage not to exceed 4% of Lot:

(d) Outbuildings. ...

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC. Only three (3) total outbuildings or secondary structures are allowed and the total square footage of outbuildings and/or secondary structures on a Lot must not exceed four percent (4%) of the total square footage of the Lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(d) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(d) of Article 9.

17. Vote on the amendment to Article 9, Section 9.1(d) regarding restrictions on metal roofs as follows:

(d) Outbuildings. ...

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC. Provided, however, standing seam metal roofs are permitted, subject to DRC approval, on barns or stables.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(d) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(d) of Article 9.

18. Vote on the amendment to Article 9, Section 9.1(d) regarding restrictions on metal roofs as follows:

(d) Outbuildings. ...

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC. Provided, however, standing seam metal roofs are permitted, subject to DRC approval, on secondary garages, outbuildings, and sheds.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(d) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(d) of Article 9.

19. Vote on the amendment to Article 9, Section 9.1(d) regarding restrictions on metal siding as follows:

(d) Outbuildings. ...

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC. -Provided, however, metal siding is permitted, subject to DRC approval, on barns or stables to the extent needed to mitigate wood chewing by horses.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(d) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(d) of Article 9.

20. Vote on the amendment to Article 9, Section 9.1(d) regarding restrictions on metal siding as follows:

(d) Outbuildings. ...

The exterior finishes of permitted automobile garages, stables and paddocks shall be as close as possible to the same material, textures and colors as those of the Residence and must be approved by the DRC. Provided, however, metal siding is permitted, subject to DRC approval, on secondary garages, outbuildings, and sheds.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(d) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(d) of Article 9.

- 21. Vote on the amendment to Article 9, Section 9.1(g) changing perimeter fence restrictions as follows** (Note for proposals #21-#24 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

(g) Fences; Walls. Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, ~~will NOT be permitted on any Lot.~~ shall not exceed ten percent (10%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

...

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

- 22. Vote on the amendment to Article 9, Section 9.1(g) changing perimeter fence restrictions as follows** (Note for proposals #21-#24 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

(g) Fences; Walls. Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, ~~will NOT be permitted on any Lot.~~ shall not exceed twenty percent (20%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

...

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

- 23. Vote on the amendment to Article 9, Section 9.1(g) changing perimeter fence restrictions as follows** (Note for proposals #21-#24 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

(g) Fences; Walls. Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, ~~will NOT be permitted on any Lot.~~ shall not exceed thirty percent (30%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;...

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

24. Vote on the amendment to Article 9, Section 9.1(g) changing perimeter fence restrictions as follows (Note for proposals #21-#24 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

(g) Fences; Walls. Perimeter fencing, defined to mean any continuous decorative, privacy or paddock fencing that is not setback and offset a minimum of twenty five feet from the outer property lines of a Lot, -will NOT be permitted on any Lot, shall not exceed forty percent (40%) of maximum allowed fencing or installed approved fencing in lineal feet whichever is less. -Any fences or walls must be approved prior to construction by the DRC. The areas enclosed by fencing and/or walls, and not within a building on the Lot, are limited as described below;

...

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

25. Vote on the amendment to Article 9, Section 9.1(g) changing fence restrictions as follows (Note for proposals #25-#27 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

...

(i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~twenty percent (~~5~~20%) of the total acreage of the lot;

~~(ii) An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~

~~(iii)~~(ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ten percent (10%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i), ~~the swimming pool fencing as described in (ii),~~ and paddock or corral fencing as described in (iii), shall not exceed ~~ten~~ twenty percent (~~10~~ 20%) of the total acreage of the lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

26. Vote on the amendment to Article 9, Section 9.1(g) changing fence restrictions as follows (Note for proposals #25-#27 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

...

(i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~ thirty percent (~~5~~ 30%) of the total acreage of the lot;

~~(ii) — An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~

~~(iii)~~ (ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ~~ten~~ fifteen percent (~~10~~ 15%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i), ~~the swimming pool fencing as described in (ii),~~ and paddock or corral fencing as described in (iii), shall not exceed ~~ten~~ thirty percent (~~10~~ 30%) of the total acreage of the lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

27. Vote on the amendment to Article 9, Section 9.1(g) changing fence restrictions as follows (Note for proposals #25-#27 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (20%, 30%, or 40%) will be incorporated into the final document. Vote for all proposals that you support.):

...

- (i) An Owner may construct decorative or privacy fencing or walls in one or more areas adjacent to the Residence; the total area enclosed by which shall not exceed ~~five~~forty percent (~~5~~40%) of the total acreage of the lot;
- ~~(ii) An Owner shall construct a fence, if such Owner elects to construct a swimming pool, and the area within the required fence for a swimming pool shall not exceed an additional five percent (5%) of the total area of the lot for a maximum of ten percent (10%) of the total lot area;~~
- ~~(iii)~~(ii) An Owner may construct a fence to enclose a corral or paddock on Lots that allow horses, if one or more horses are permitted to be and are kept on the Lot. Any such area shall be fenced up to a maximum of ~~ten~~twenty percent (~~10~~20%) of the total acreage of the Lot. ~~for a total fenced area on the Lot not to exceed ten percent (10%).~~ Horses shall not be allowed to graze on the Lot or Property or District Facility.

All fence dimensions and fencing materials shall comply with standards to be established by the DRC. The design review request should include the fencing dimensions, materials, and colors on a plat or drawing showing the location of the requested fencing. The use of exposed chain link fencing is prohibited. The sum of the areas enclosed by the decorative/privacy fencing or walls as described in section (i), ~~the swimming pool fencing as described in (ii)~~, and paddock or corral fencing as described in (iii), shall not exceed ~~ten~~forty percent (~~10~~40%) of the total acreage of the lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(g) of Article 9.

28. Vote on the amendment to Article 9, Section 9.1(k) changing restrictions on swimming pools as follows:

- (k) Swimming Pools. All above ground swimming pools constructed or placed on the Lots, if approved, must be completely screened from view of adjacent neighbors and roads in compliance with the Rules and Design Guidelines. All swimming pools that are at or below grade shall be fenced and covered and otherwise comply with all applicable governmental rules and regulations. The Board may adopt Rules authorizing use of wading or other small, above ground pools on a temporary, seasonal basis. ~~All swimming pools constructed on Lots shall be at or below grade and shall be fenced and covered and/or screened in compliance with the Rules and Design Guidelines, and shall comply with all applicable governmental rules and regulations.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(k) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(k) of Article 9.

29. Vote on the amendment to Article 9, Section 9.1(m)(iv) changing extension to 7 month planting periods as follows:

(iv) Within seven (7) months after issuance of a Certificate of Occupancy, a Lot Owner shall plant at least fifteen (15) trees on the Lot, ten (10) of which trees shall be evergreen trees and five (5) of which shall be deciduous trees. Of the ten (10) evergreen trees, at least five (5) shall be a minimum of five feet (5') in height, and of the five (5) deciduous trees, at least two (2) shall be a minimum of ten feet (10') in height. Dead trees must be removed immediately and replaced during the next planting season. The Board may grant reasonable extensions to the seven (7) month planting period provided herein as well as the seven (7) month landscaping periods in subsections (m)(ii) and (iii) up to the start of the next planting season due to weather or other unforeseen circumstances at its reasonable discretion.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(m)(iv) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(m)(iv) of Article 9.

30. Vote on the amendment to Article 9, Section 9.1(m)(v) increasing sprinkler irrigation area as follows (Note for proposals #30-#32 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, or 25%) will be incorporated into the final document. Vote for all proposals that you support.):

(v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~ten percent (~~5~~10%) of the total acreage of the Lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(m)(v) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(m)(v) of Article 9.

31. Vote on the amendment to Article 9, Section 9.1(m)(v) increasing sprinkler irrigation area as follows (Note for proposals #30-#32 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, or 25%) will be incorporated into the final document. Vote for all proposals that you support.):

(v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~twenty percent (~~5~~20%) of the total acreage of the Lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(m)(v) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(m)(v) of Article 9.

32. Vote on the amendment to Article 9, Section 9.1(m)(v) increasing sprinkler irrigation area as follows (Note for proposals #30-#32 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the approved proposal with the highest percentage (10%, 20%, or 25%) will be incorporated into the final document. Vote for all proposals that you support.):

(v) Other residential landscaping requiring sprinkler irrigation shall comprise an area not greater than ~~five~~twenty-five percent (~~5~~25%) of the total acreage of the Lot.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.1(m)(v) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.1(m)(v) of Article 9.

33. Vote on the amendment to Article 9, Section 9.2(g) restating restrictions on hazardous activities as follows:

(g) No Hazardous Activities. There shall be no activity or improvements on any portion of the Property which is or might be unsafe or hazardous to any person or property.

- i. Firearms. No hunting on Property shall be permitted and no firearems shall be discharged upon the Lot or Property.
- ii. Open Fires. Open fires are prohibited except as permitted in the Design Guidelines.
- iii. Fireworks. No fireworks may be used or discharged on any Lot or Property.

~~No Hazardous Activities; Firearms. There shall be no activity or Improvement on any portions of the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no hunting, except as provided by the lease for waterfowl hunting on Milton Reservoir shall be permitted, no firearms shall be discharged upon the Lot or Property, no open fires shall be lighted or permitted, except in a contained barbeque while attended and in use for cooking purpose or within and interior or exterior fireplace designed to prevent the dispersal of burning embers, and no fireworks may be used or discharged upon any Lot or Property.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(g) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(g) of Article 9.

34. Vote on the amendment to Article 9, Section 9.2(i)(i) revising parking restrictions as follows:

(i) All residents must utilize ~~a their~~ garage for the primary storage of vehicles. Residents may park a maximum of two (2) additional vehicles on the apron of a garage or on a paved or graveled surface directly adjacent to a garage. Only passenger vehicles and empty-bed or flat-bed standard pickups are allowed to be parked on a garage apron or paved surface adjacent to a garage. ~~Vehicles must be licensed, operable, non-logoed, and driven on a regular basis.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(i)(i) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(i)(i) of Article 9.

35. Vote on the amendment to Article 9, Section 9.2(i)(ii) adding exception for screening of horse trailers as follows:

(ii) No boat, trailer, camper, tractor, motor home, recreation vehicle, ATV, UTV, scooter, motorcycle, disabled or junk vehicles, or any other vehicle, the primary purpose of which is for recreational, sporting, or commercial use, shall be parked or stored on or about any lot or street within the property, except within ~~a the~~ garage or completely screened from view to the extent permitted by the DRC. - Provided, however, horse trailers may be stored on a Lot next to the barn if it can be stored in such a manner that it is fully screened when viewed from the adjacent street in front of the Residence.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(i)(ii) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(i)(ii) of Article 9.

36. Vote on the amendment to Article 9, Section 9.2(i)(ii) adding exception for screening of trailers as follows:

(ii) No boat, trailer, camper, tractor, motor home, recreation vehicle, ATV, UTV, scooter, motorcycle, disabled or junk vehicles, or any other vehicle, the primary purpose of which is for recreational, sporting, or commercial use, shall be parked or stored on or about any lot or street within the property, except within ~~a the~~ garage or completely screened from view to the extent permitted by the DRC. - Provided, however, a trailer may be stored on a Lot, within an approved parking area and without screening, as long as it is at least fifty feet (50') from the property line and the maximum trailer height is less than four feet (4") tall.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(i)(ii) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(i)(ii) of Article 9.

37. Vote on the amendment to Article 9, Section 9.2(i)(iii) restating restriction on recreational vehicle parking as follows:

(iii) Notwithstanding the foregoing, residents may park recreational vehicles or campers on a garage apron or designated paved or graveled driveways adjacent to a garage starting Memorial Day and continuing up through Labor Day of each calendar year. Recreational vehicles or campers must be removed from the Lot by the day after Labor Day or stored and completely screened from view per Section 9.2(i)(ii) of this Declaration. ~~Residents may park recreational vehicles or campers on their driveway for a period not to exceed 48 hours to accommodate loading or unloading of supplies.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(i)(iii) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(i)(iii) of Article 9.

38. Vote on the amendment to Article 9, adding new Section as Section 9.2(i)(iv) regarding temporary parking of vehicles as follows:

(iv) An Owner may allow his or her visitors or guests to park one recreational vehicle, or a trailer or truck being used for moving in or out of the Residence, as well as up to two additional vehicles authorized under Section 9.2(i)(i), on the Owner's garage apron at any time for up to one week, or such other time period as determined and authorized by the Board. The Board may require an Owner to register any visitor or guest vehicles that will be parked on a garage apron pursuant to the policies and procedures as may be adopted by the Board. The Board may further adopt such policies, rules and regulations it deems reasonable regarding the parking of visitor or guest vehicles on a garage apron, which may include, but is not limited to, establishing and clarifying permitted time frames for parking, granting extensions, and requiring Owner vehicle information and/or copy of vehicle registration.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition of Section 9.2(i)(iv) to Article 9.
- ☐ Vote AGAINST and REJECT the addition of Section 9.2(i)(iv) to Article 9.

39. Vote on the amendment to Article 9, Section 9.2(l) defining horses as follows:

- (l) Horses. Horses (not raised for resale or a commercial purpose) shall be permitted only on the Lots designated by the Declarant as Horse Lots. Only one horse per acre shall be kept on any Lot. A fraction of an acre shall be rounded to the next highest whole acre for determining the number of horses per Lot. Each owner of a horse shall be financially responsible and liable for any damage caused by said horse. Any horse causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association, the District and the Declarant harmless from any claim resulting from any action of such Owner's horse(s) or the horse(s) of such Owner's guests. Each Owner electing to have one or more horses shall dispose of manure before it becomes a fly or odor problem and shall control dust in the paddock area. Horses do not include or allow for other animals within the horse family such as mules, donkeys, or any other livestock.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(l) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(l) of Article 9.

- 40. Vote on the amendment to Article 9, Section 9.2(m) restating restriction on household pets as follows** (Note for proposals #40-#43 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the most inclusive proposal (dogs/cats/horses; dogs/cats/chicken hens/horses; dogs/cats/chicken hens/guinea hens/horses; or dogs/cats/chicken hens/guinea hens/turkey hens/alpacas/llamas/goats/horses) will be incorporated into the final document. Vote for all proposals that you support.):

(m) Household Pets. Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may is also be~~ limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species that are kept within an approved corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 9.2(m) of Article 9.
- ☐ Vote AGAINST and REJECT the changes in Section 9.2(m) of Article 9.

- 41. Vote on the amendment to Article 9, Section 9.2(m) restating restriction on household pets as follows** (Note for proposals #40-#43 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the most inclusive proposal (dogs/cats/horses; dogs/cats/chicken hens/horses; dogs/cats/chicken hens/guinea hens/horses; or dogs/cats/chicken hens/guinea hens/turkey hens/alpacas/llamas/goats/horses) will be incorporated into the final document. Vote for all proposals that you support.):

(m) Household Pets. Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may is also be~~ limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused

by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and six (6) chicken hens that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 9.2(m) of Article 9.
- ☐ Vote AGAINST and REJECT the changes in Section 9.2(m) of Article 9.

42. Vote on the amendment to Article 9, Section 9.2(m) restating restriction on household pets as follows (Note for proposals #40-#43 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the most inclusive proposal (dogs/cats/horses; dogs/cats/chicken hens/horses; dogs/cats/chicken hens/guinea hens/horses; or dogs/cats/chicken hens/guinea hens/turkey hens/alpacas/llamas/goats/horses) will be incorporated into the final document. Vote for all proposals that you support.):

(m) Household Pets. Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may is also be~~ limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and a combined total of eight (8) chicken hens and/or guinea hens that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 9.2(m) of Article 9.
- ☐ Vote AGAINST and REJECT the changes in Section 9.2(m) of Article 9.

43. Vote on the amendment to Article 9, Section 9.2(m) restating restriction on household pets as follows (Note for proposals #40-#43 - if multiple proposals are approved by Owners holding 67% of the total votes in the Association, then the most inclusive proposal (dogs/cats/horses; dogs/cats/chicken hens/horses; dogs/cats/chicken hens/guinea hens/horses; or dogs/cats/chicken hens/guinea hens/turkey hens/alpacas/llamas/goats/horses) will be incorporated into the final document. Vote for all proposals that you support.):

(m) Household Pets. Household pets, as defined by Weld County regulations, may not be kept for any commercial purposes, and no wildlife species, especially young or injured animal's, may be kept as pets. Dogs, cats and other household pets shall be controlled by their owner at all times, and shall not be allowed off the Owner's Lot except when properly leashed or controlled as required by Weld County ordinances. ~~and accompanied by the animal's owner or such owner's representative. Except for horses, no other farm livestock not customarily considered household indoor pets shall be permitted. By way of example but not by way of limitation, cattle, sheep, pigs, llamas, goats, ducks, geese and chickens are not considered household indoor pets.~~ The number or type of household pets permitted ~~may is also be~~ limited by Weld County regulations. Each Owner of a permitted pet shall be financially responsible and liable for any damage caused by said pet. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Each Owner shall and does hereby hold the Association and the District harmless from any claim resulting from any action of such Owner's pet(s) or the pet(s) of such Owner's guests. Those animals designated by Weld County as "dangerous breeds" are not permitted on any Lot or Property, even if enclosures are constructed in such a way as to contain them.

Other Animals. Only household pets and livestock, as defined by Weld County regulations, may be kept on any Lot. Livestock is limited to the horse species and a combined total of eight (8) chicken hens, guinea hens, turkey hens, alpacas, llamas, and goats that are kept within an approved fenced livestock area not to exceed the total allowed for a corral or paddock. There must be an appropriate approved barn, stable, or shed for any livestock, and livestock shall not be kept in a garage. If any livestock other than horses are kept, the number of horses and other livestock cannot exceed the number per Lot allowed by Weld County regulations for R-1 zoning.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes in Section 9.2(m) of Article 9.
- ☐ Vote AGAINST and REJECT the changes in Section 9.2(m) of Article 9.

44. Vote on the amendment to Article 9, Section 9.2(u) restating restrictions on signs as follows:

(u) Restrictions on Signs and Advertising. No sign, poster, banner, flag, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Property so as to be evident to public view, except for flags and signs as allowed under CCIOA as well as any flags, seasonal decorations, name plates, signs or monuments approved in writing by the DRC pursuant to Article 8 as to number, placement, dimensions and other applicable design standards. ~~Political campaign signage is permitted so long as dimensions do not exceed twenty-four (24) inches by thirty-six (36) inches, are not erected more than forty-five (45) days before an election and are removed within seven (7) days after the polls close. A sign advertising a Lot for sale or for lease may be placed on such Lot; provided, however, that~~ Signs placed on Lots shall comply with standards relating to number, dimensions, color, style and location of such signs as shall be determined from time to time by the DRC. Notwithstanding anything to the contrary, this subsection (u), or any provision(s) hereof, shall not apply to the District ~~or the Declarant.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 9.2(u) of Article 9.
- ☐ Vote AGAINST and REJECT the changes to Section 9.2(u) of Article 9.

45. Vote on the amendment to Article 9, Section 9.2 adding new subsection on drones as follows:

(v) Unmanned Aircraft Systems. Unmanned Aircraft Systems (UAS) also commonly referred to as drones may be operated over a Lot Owner's Lot but are prohibited from taking off or landing within the Common Elements (if any), District Facilities (unless authorized by the District) or other Lots or Property not owned by the operator of the UAS without such owner's permission. A UAS or drone shall not be operated in such a manner as to constitute a nuisance, invasion of privacy or unsafe condition in the Community, which includes, but is not limited to, hovering directly over (50 feet or less) of any individual, any individual's personal property (including cars), or any real property.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition to Section 9.2 of Article 9.
- ☐ Vote AGAINST and REJECT the addition to Section 9.2 of Article 9.

46. Vote on the amendment to Article 9, Section 9.2 adding new subsection on Family Child Care Homes as follows:

(w) Operation of Family Child Care Homes. To the extent required by law, the operation of a licensed family child care home as defined per Colorado statute is permitted subject to such reasonable Rules as may be adopted by the Board in accordance with the CCIOA, which includes but is not limited to requiring the owner or operator to carry liability insurance. Owners or operators of family child care homes must comply with design guidelines, parking, landscaping, noise and other restrictions not specific to the operation of their business. Reasonable accommodations to fencing restrictions will be granted on a case by case basis. Except as required by law, family child care homes are prohibited unless it otherwise qualifies as a home occupation pursuant to Section 9.2(b) of the Declaration.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition to Section 9.2 of Article 9.
- ☐ Vote AGAINST and REJECT the addition to Section 9.2 of Article 9.

47. Vote on the amendment to Article 10, Section 10.1 reducing approval requirement for amendments as follows:

In General. This Declaration may be amended only by vote or agreement of Owners of Lots to which ~~at least sixty-seven percent (67%)~~ more than fifty percent (50%) of the votes in the Association are then allocated.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the change to Section 10.1 of Article 10.
- ☐ Vote AGAINST and REJECT the change to Section 10.1 of Article 10.

48. Vote on the amendment to Article 11, restating Section 11.3(c) regarding assessment liens as follows:

(c) A lien for an unpaid Common Expense Assessment is extinguished unless proceedings to enforce the lien are instituted within ~~three~~ six years after the full amount of the Common Expense Assessment becomes due or as otherwise authorized under CCIOA and subject to any tolling as may be allowed ~~, except that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the changes to Section 11.3(c) of Article 11.
- ☐ Vote AGAINST and REJECT the changes to Section 11.3(c) of Article 11.

49. Vote on the amendment to Article 11, Section 11.11 adding new section on budget process as follows:

11.11 Budget. The budget for annual Assessments shall be submitted to the Lot Owners for ratification pursuant to Section 303(4) of the CCIOA. The budget may be vetoed by Lot Owners holding a majority of the total Association vote.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE adding new section to Article 11.
- ☐ Vote AGAINST and REJECT adding new section to Article 11.

50. Vote on the amendment to Article 14, deleting Article 14 regarding Open Meetings in its entirety as follows since open meetings are already required by statute and in the A&R Bylaws:

**ARTICLE 14
OPEN MEETINGS**

~~14.1 — Access. All meetings of the Board of Directors and DRC, at which action is to be taken by vote, will be open to the Lot Owners, except as hereafter provided.~~

~~14.2 — Notice. Notice of every such meeting will be given not less than twenty four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.~~

~~14.3 — Executive Sessions. Meetings of the Board of Directors may be held in executive session without giving notice and without the requirement that they be open to Lot Owners, in the following situations only: if the action taken at the executive session involves personnel, pending litigation, review or discussion relating to any written or oral communication from legal counsel, management contracts, misconduct, matters involving the invasion of privacy of individual Lot Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.~~

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE deleting Article 14 on Open Meetings.
- ☐ Vote AGAINST and REJECT deleting Article 14 on Open Meetings.

51. Vote on the amendment to Article 14, Miscellaneous adding new Section regarding insurance by Owners as follows:

14.6 Insurance. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot. The Association may acquire as a common expense such insurance over the Common Elements or Property as it determines necessary or as may otherwise be required pursuant to the Declaration, including but not limited to hazard insurance, public liability and property damage liability insurance, fidelity insurance, worker's compensation and employer's liability insurance, and directors' and officers' personal liability insurance.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition to Article 14 on Miscellaneous Provisions.
- ☐ Vote AGAINST and REJECT the addition to Article 14 on Miscellaneous Provisions.

52. Vote on the amendment to Article 14, Miscellaneous adding new Section regarding enforcement as follows:

14.7 Enforcement. Every Lot Owner and occupant of a Lot shall comply with the Declaration, Rules, Design Guidelines, policies and procedures of the Association, and each Lot Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration. The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Association's governing documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote and the right to use Common Elements, if applicable;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Lot Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Lot Owner as an Assessment) or taking action to abate any violation of the governing documents;

(iv) requiring a Lot Owner, at the Lot Owner's expense, to remove any structure or improvement on such Lot Owner's Lot in violation of the governing document and to restore the Lot to its previous condition and, upon failure of the Lot Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Lot Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Lot Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of a Lot Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the governing documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if a Lot Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the governing documents, the Association may record a notice of violation against the Lot Owner and the Lot.

All remedies set forth in the governing documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the governing documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

(Check only ONE)

- ☐ Vote IN FAVOR of and APPROVE the addition to Article 14 on Miscellaneous
- ☐ Vote AGAINST and REJECT the addition to Article 14 on Miscellaneous

_____	_____	_____
Owner Signature (as title is held)	Owner Name [printed]	Date

_____	_____	_____
Owner Signature (as title is held)	Owner Name [printed]	Date

Address: _____

This Ballot should be signed and returned to:

Beebe Draw Farms Property Owners Association
 c/o Blue Hawk Management, LLC
 P.O. Box 30
 Frederick, CO 80530

You may also return your ballot to the Association's community manager, Chris Broach, at cbroach@bluehawkmgmt.net.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into as of this 13th day of October, 2021 (the “Effective Date”), by and between BEEBE DRAW FARMS AUTHORITY, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “Authority”), and ACKLAM, INC., a Colorado corporation (the “Consultant”). The Authority and the Consultant may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was established pursuant to its Authority Establishment Agreement dated April 12, 2011 in accordance with the laws of the State of Colorado to furnish, operate, and plan for certain public improvements and is permitted to enter into, make and perform contracts of every kind and to conduct its business and affairs; and

WHEREAS, the Authority desires to procure professional land surveying services; and

WHEREAS, the Authority desires to engage the Consultant to perform such services as are contemplated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENT

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. The Consultant shall provide such services as are set forth in **Exhibit A** attached hereto and incorporated herein (the “Services”). The Authority may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation, shall be agreed to by the Parties and set forth in an amendment to this Agreement as provided in Section 7.3 hereof. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement.

1.2 Professional Practices. All Services to be provided by the Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. The Consultant shall be responsible for providing, at the Consultant’s sole cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services, all in accordance with this Agreement.

1.3 Representation. The Consultant represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise the Authority of any changes in any laws that may affect its performance. The Consultant represents that it shall perform the Services required by this Agreement in compliance with all applicable federal and Colorado laws and regulations. The

Consultant is solely and fully responsible to the Authority for the Services, including all acts and omissions of subcontractors and persons employed by them.

1.4 Responsibility for Errors. The Consultant shall be responsible for its work and results pursuant to this Agreement. The Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Authority, regarding any Services rendered pursuant to this Agreement, at no additional cost to the Authority. In the event that an error or omission attributable to the Consultant occurs, the Consultant shall, at no cost to the Authority, provide all necessary design drawings, estimates, data, documents, services and any other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the Authority and participate in any meeting required with regard to the correction.

2.0 Compensation and Billing

2.1 Compensation. Compensation for satisfactory performance of the Services shall be according to the rate schedule set forth in **Exhibit A** attached hereto and incorporated herein, shall be billed on a time and materials basis, and shall not exceed Fifty Thousand Dollars (\$50,000).

2.2 Compensation for Change in Services. The Consultant shall not receive additional compensation for any change in Services provided unless the Authority and the Consultant have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to the Consultant. Oral requests and/or approvals of a change in Services and payment of additional compensation shall be barred and are unenforceable.

2.3 Method of Billing. The Consultant shall submit invoices for the Services performed to the Authority for approval on a progress basis by the 3rd day of each month. Said invoices shall be based on the total of all Services provided by the Consultant which have been completed to the Authority's satisfaction. The Authority shall pay approved invoices within forty-five (45) days from the 3rd day of each month. Each invoice shall describe in detail the Services performed, the associated time for completion, and any expenses incurred. The Authority may return to the Consultant unsatisfactory invoices and may withhold payment thereof. The Authority reserves the right to withhold payment for Services which are completed unsatisfactorily or are otherwise inadequate, as determined by the Authority in its sole discretion. All payments previously withheld by the Authority shall be released and paid to the Consultant promptly when the Services are subsequently determined by the Authority to be satisfactory.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The Services shall commence upon the Effective Date. Failure of the Consultant to commence work in a timely manner and/or to diligently pursue work to completion may be grounds for termination of this Agreement by the Authority in accordance with Section 4.2(a) below.

3.2 Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, riots, acts of war, pandemics, or other condition beyond the reasonable control of a Party.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the Effective Date and expire on December 31, 2021, or when the Services have been completely performed to the Authority's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the Parties or by the exercise of the termination provisions specified herein. The term of this Agreement will automatically be extended for a period of twelve months through December 31, 2022 unless terminated as provided herein. This Agreement may be further extended upon mutual written agreement of the Parties.

4.2 Notice of Termination.

a. The Authority may terminate this Agreement prior to its expiration or completion of the Services for convenience or for cause, in whole or in part, by delivery to the Consultant of a written notice of termination at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. If the Consultant is found in violation of any provision of this Agreement, the Consultant shall be liable for actual and consequential damages to the Authority. The Consultant shall stop rendering Services as specified in the notice of termination.

b. The Consultant may terminate this Agreement for cause by delivery to the Authority of written notice of termination at least thirty (30) days prior to the effective date of termination, as specified in the notice. The Consultant shall stop rendering Services pursuant to this Agreement upon the effective date of termination.

4.3 Compensation upon Termination. In the event of early termination by either Party pursuant to Section 4.2 above, the Authority shall pay the Consultant only for those Services satisfactorily performed, as determined by the Authority, in its sole discretion, up to the effective date of termination. Compensation for work in progress will be prorated as to the percentage of work completed as of the effective date of termination, as applicable. In ascertaining the Services actually rendered up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, whether delivered to the Authority or in the possession of the Consultant. The Consultant shall submit an invoice to the Authority for Services performed through the effective date of termination within ten (10) days thereof.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. The Consultant shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extension of this Agreement, the minimum insurance coverages and limits set forth in this Section 5.1 to provide protection from claims set forth below that may arise out of or result from the Consultant's performance or obligation pursuant to this Agreement, whether such performance is by the Consultant, by anyone directly or indirectly employed by the Consultant, or by anyone who acts on behalf of the Consultant, including any subcontractors of the Consultant. The minimum insurance coverages and limits to be acquired by the Consultant are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000.00
Products and Completed Operations	\$ 1,000,000.00

Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expenses (Any one person)	\$ 5,000.00

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance:

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$100,000 each accident

(4) Professional Liability Insurance: Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Consultant and/or its subcontractors in the performance of the Services.

(5) Umbrella Policy: \$1,000,000

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

5.2 Additional Insured Parties. The Authority shall be named as an additional insured on all policies (except workers' compensation insurance). The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

5.3 Certificates of Insurance. Upon execution hereof, the Consultant shall provide the Authority certificates of insurance showing the coverages and endorsements required hereunder.

5.4 Notice. The Consultant will provide the Authority with a minimum of 10 days' notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium, and a minimum of 30 days' notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Consultant to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Consultant to provide the required coverage to the Authority and its directors, officers, employees, and agents.

5.5 Subcontractor Insurance. If the Consultant subcontracts any portion of the Services, all subcontractor(s) shall be required to maintain the insurance coverages set forth in Section 5.1 hereof. The Consultant shall require each subcontractor to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with Section 5.1. The Consultant shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement and shall, upon request, submit them to the Authority for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

6.0 WORKERS WITHOUT AUTHORIZATION PROVISIONS.

6.1 Certification. Prior to the execution of this Agreement, the Consultant shall certify to the Authority, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that the Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 6.6 herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

6.2 Prohibited Acts. The Consultant shall not:

(A) Knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement; or

(B) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement.

6.3 Verification.

(A) The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(B) The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(C) If the Consultant obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with a worker without authorization, the Consultant shall:

(i) Notify the subcontractor and the Authority within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6.4 Duty to Comply with Investigations. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that the Consultant is complying with the terms and conditions contained under Section 6.0 of this Agreement.

6.5 Breach. If the Consultant violates any provision set forth under Section 6.0 herein, the Authority may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Authority. The Authority shall notify the Colorado office of the Secretary of State if the Consultant violates any provision set forth under Section 6.0 herein and the Authority terminates the Agreement.

6.6 Department Program. If the Consultant participates in the Department Program in lieu of the E-Verify Program, the Consultant shall notify the Department and the Authority of such participation. The Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. The Consultant shall provide a written, notarized copy of the affirmation to the Authority.

7.0 GENERAL PROVISIONS

7.1 Ownership of Work Product. Any and all Work Product (as defined below) created, prepared, and/or produced by the Consultant pursuant to this Agreement shall become the sole and exclusive property of the Authority under all circumstances, whether the Consultant completes the Services or the Agreement is terminated. Upon request by the Authority, the Consultant shall deliver all Work Product to the Authority in hard copy and in an electronic format compatible with the Authority's computer applications at the Consultant's expense. Upon payment to the Consultant for its Services, the Authority shall have the right to use and re-use all Work Product in any way or manner deemed appropriate by the Authority. Any modification of the Work Product, without written verification, completion, or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the Authority's sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subcontractors. The Authority's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, resulting from the Consultant's performance of the Services, and/or which the Consultant prepared and/or used in connection with this Agreement. All Work Product prepared by the Consultant pursuant to this Agreement is not intended or represented to be suitable for reuse by the Authority or others on extensions of the work or on any other project.

If not previously delivered to the Authority, upon completion of the Services or early termination this Agreement by either Party, the Consultant shall deliver to the Authority all Work Product within ten (10) days of the Authority paying the Consultant all undisputed amounts owed under the final invoice submitted to the Authority. Any use by the Authority of uncompleted Work Product without specific written authorization from the Consultant shall be at the Authority's sole risk and without liability or legal expense to the Consultant.

7.2 Independent Contractor Status. The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Authority other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Authority and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are or shall be deemed employees of the Authority. The Consultant is not, and shall not act as, the agent of the Authority. The employees who assist the Consultant in the

performance of the Services shall always be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. The Consultant has sole authority and responsibility to employ, discharge, and otherwise control the Consultant's employees and has sole authority and responsibility for its agents, employees, and subcontractors the Consultant hires to perform the Services.

7.3 Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the Authority and the Consultant.

7.4 Assignment. The Consultant shall not assign or transfer all or any part of the Consultant's interest in this Agreement without the Authority's prior written consent. Any attempted assignment or transfer shall be void and constitute a breach of the Agreement. The Authority's consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

7.5 Indemnification. The Consultant shall defend, indemnify, assume all responsibility for, and hold harmless the Authority and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from any intentional or negligent acts or omissions of the Consultant or any of its employees, and subcontractors, in connection with the Consultant's performance, duties, and obligations pursuant to this Agreement; provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority. If the Consultant is providing architectural, engineering, surveying, or other design services, then the extent of the Consultant's obligation to indemnify or hold harmless the Authority may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the Authority. The obligations of the indemnifications extended by the Consultant to the Authority under this Section shall survive termination or expiration of this Agreement. The insurance requirements set forth in Section 5 above shall not be construed as limiting the indemnification provisions above or any rights, immunities, and protections provided to the Authority pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. or the extent to which the Consultant may be held responsible for payments of damages to persons or property.

7.6 Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the Authority or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

7.7 Subject to Annual Appropriation. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligations hereunder, including for any change in Services authorized pursuant to an amendment to this Agreement as set forth in Section 1.1 hereof, are subject to annual appropriations. Any extension of this Agreement or any change in Services to be provided by the Consultant resulting

in additional compensation to be paid by the Authority, as set forth in an amendment to this Agreement, shall be subject to annual appropriations by the Authority. Services performed in any year after the current year, and any compensation owed to Consultant as a result of any extension of this Agreement, shall be subject to annual appropriations by the Authority.

7.8 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the Party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the Authority:

Beebe Draw Farms Authority
CliftonLarsonAllen LLP
Attn: Lisa A. Johnson, Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Email: lisa.johnson@claconnect.com

Copy to:

Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Consultant:

Acklam, Inc.
Attn: Curt Acklam, President
133 S. 27th Ave.
Brighton, CO 80601
Phone: 303-659-6267
Email: _____

7.9 No Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

7.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

7.12 Attorneys' Fees. In the event litigation is brought by either Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred in the exercise of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

7.14 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the Authority and the Consultant. No other parties are intended to be direct or incidental beneficiaries of this Agreement. No third party shall have any right in, under, or to this Agreement.

7.15 Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or fully or accurately describe the content thereof and shall not affect the meaning or interpretation of this Agreement.

7.16 Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

7.17 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

7.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Signatures appear following page.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BEEBE DRAW FARMS AUTHORITY:

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ACKLAM, INC.:

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICES AND RATES FOR SERVICES**

As directed by the Authority's Manager, the Consultant shall provide general professional land surveying services related to Pelican Lakes Ranch Filing 2.

FEE SCHEDULE

<u>SERVICE (CODE)</u>	<u>RATE (per Hour)</u>
Mobilization (MTV) (Includes meetings and preparation)	\$82.00
De-Mobilization (DTV) (Includes meetings and preparation)	\$82.00
Draftsman (DM) Drafting, research, calculations	\$96.00
1 Man Crew (SV1) (Includes all survey equipment and vehicle use while in the field)	\$138.00
2 Person Crew (SV2) 1 Person Crew Instrument Person (Includes all survey equipment and vehicle use while in the field)	\$181.00 \$138.00 \$43.00
3 Person Crew (SV3) 1 Person Crew Instrument Person Rodman (Includes all survey equipment and vehicle use while in the field)	\$210.00 \$138.00 \$43.00 \$29.00
UAS / Scanning Specialist	\$130.00
Survey Coordinator (CRD)..... Crew Supervision, scheduling and QA/QC	\$132.00
Licensed Professional (LS) Professional review, consulting	\$164.00
Project Manager (PM) Project Management, Project communication	\$142.00

GIS Analyst \$86.00

Sr. GIS Analyst \$96.00

Administration (AD) \$61.00

Labor, clerical, support

Materials/reimbursables:

Markers per location \$2.00 Ea.

T posts..... \$10.00 Ea.

Surveyor caps; large \$10.00 Ea.

Surveyor caps; small..... \$4.00 Ea.

No. 4, 5 & 6 Rebar \$5.00 Ea.

Other materials and reimbursables Cost + 10%

ATV/UTV/Snowmobile \$82 per day

Taxes:

Work done in Texas will include sales tax on each invoice.

Per Diem:

Per Diem rates will be based on current rate as established by the U.S. General Services Administration for the area work is being performed.

EXHIBIT B**CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION**

To: BEEBE DRAW FARMS AUTHORITY

I, _____, as _____ of Acklam, Inc., the prospective “Consultant” for that certain Professional Services Agreement (“Agreement”) to be entered into with Beebe Draw Farms Authority, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to the Agreement.

Executed on the ____ day of _____, 2021.

ACKLAM, INC.

By: _____
 Name: _____
 Title: _____