

**JOHNSTOWN FARMS HOMEOWNERS ASSOCIATION INC.**  
**DESIGN GUIDELINES AND STANDARDS**  
**JOHNSTOWN FARMS**

**DESIGN GUIDELINES AND STANDARDS  
FOR  
JOHNSTOWN FARMS HOMEOWNERS ASSOCIATION INC.**

**I. INTRODUCTION**

- A. Purpose.** These Design Guidelines and Standards for Johnstown Farms Homeowners Association Inc. (these “Guidelines”) were created to set forth the substantive standards and rules relating to acceptable styles and types of any Improvement to Property (as defined below) and procedures for approval of any proposed Improvement to Property. The Design Review Committee (“DRC”) administers and enforces these Guidelines in accordance with the procedures set forth in these Guidelines and in the Declaration of Covenants, Conditions and Restrictions for Johnstown Farms – Town of Johnstown, Weld County, Colorado, dated November 11, 2003, recorded in real property records of Weld County, Colorado (the “Records”) on December 5, 2003, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Johnstown Farms – Town of Johnstown, County of Weld, Colorado, dated as of January 23, 2004, recorded in the Records on February 4, 2004, as may be further amended from time to time (collectively, the “Declaration”).
- B. Defined Terms.**
1. “Improvement to Property” requiring approval of the DRC shall mean and include, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the landscaping, grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, change of stream bed, or change of established grade; and (d) any change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture.
  2. Any additional capitalized terms used in these Guidelines but not defined herein shall have the meanings assigned to such terms as set forth in the Declaration.
- C. Amendment of Guidelines.** These Guidelines may be supplemented, amended or repealed, in whole or in part, by the DRC.
- D. Additional Governing Documents.** In addition to these Guidelines, all real property within the Community Area is subject to the terms, conditions and restrictions contained in the Declaration and the Public Improvements Development Agreement for Town of Johnstown (Johnstown Farms) dated May 31, 2002 (the “Development Agreement”) between the Town and Johnstown

Farms, LLC, a Delaware limited liability company. The affairs of the Johnstown Farms Homeowners Association Inc. (the "Association") are governed by the Articles of Organization of Johnstown Farms Homeowners Association Inc. (the "Articles") and the Bylaws of Johnstown Farms Homeowners Association Inc. (the "Bylaws"), as those documents may be amended from time to time. In the event of any conflict between these Guidelines and the provisions of the Declaration, the provisions of the Declaration shall apply.

- E. **Procedure for Approval of Plans for Improvements.** Section V of these Guidelines provides a summary of procedures to obtain approval from the DRC for the construction of any Improvement to Property as required by these Guidelines.
- F. **Procedure to Address Noncompliance with or Violation of Guidelines.** Section VI of these Guidelines addresses noncompliance with or violations of these Guidelines.
- G. **Application of Guidelines.** These Guidelines shall apply to any Improvement on any Lot, except (a) for any Improvement to Property made by Declarant (not including any Limited Declarant), and (b) where prior approval of any Improvement to Property may be waived or certain Improvements may be exempted in writing or under written guidelines or rules promulgated by the DRC.

## II. ARCHITECTURE

- A. **Construction Type.** All construction of any Improvement to Property shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot, except as expressly provided for temporary buildings pursuant to Section III.A below.
- B. **Square Footage of Residences.**
  - 1. All Residences within the Community Area must be comprised of at least 1,400 square feet of livable space.
  - 2. The DRC, with the consent of Declarant during the Appointment period, shall have the right to approve Residences which are comprised of between 1,200 and 1,400 square feet of livable space (the "Reduced Size Units"), provided that the Reduced Size Units cannot comprise more than fifteen percent (15%) of the Lots within the Community Area unless expressly authorized by the Town pursuant to the Development Agreement.
- C. **Garages.** All Residences must include a two (2) car garage.
- D. **Facade of Residences.** At least twenty-five percent (25%) of the façade of each Residence (excluding windows, doors, and garage doors) shall be of masonry,

stone, brick, or an equivalent approved by the DRC. All architectural features and elevations are subject to the prior approval of the Town.

- E. **Roofs.** All roofs of Residences shall have architectural style shingles unless expressly approved by the DRC and the Town. Three-tab conventional asphalt shingle roofing is not permitted in the Community Area.
- F. **Decks.** No decks shall be constructed upon any property within the Community Area except with the prior written consent of the DRC, subject to such conditions or restrictions as may be required by the DRC, including, without limitation, that (i) all decks must be constructed of wood or other material matching the materials and color scheme of the Residence, and (ii) all decks must be constructed as an integral part of the Residence and any patio area of the Residence.
- G. **No Reflective Glass.** No reflective glass windows shall be utilized in any Improvements constructed within the Community Area.
- H. **Numbers of Each Model of Residences.** No model of Residence shall be permitted to be constructed on any Lot within the Community Area within three (3) Lots of the same model of residence located on either side of the street on which such Lot is located.
- I. **Lots Adjoining Johnstown Center Third Addition.** All Lots directly adjoining Johnstown Center Third Addition, Town of Johnstown, County of Weld, State of Colorado shall only be permitted to be improved with Residences which are single story ranch style homes (but which may have basements).
- J. **Compliance with Planned Unit Development.** The height, floor area, materials and other attributes of all Improvements to Property constructed within the Community Area shall comply in all respects with the provisions of the plat of Johnstown Farms Filing No. 1, recorded in the Records on August 2, 2002 at Reception No. 2974635, the Development Agreement, and any Official Development Plan or Planned Unit Development Plan which has been recorded in the Records, as to the Community Area, all as amended from time to time.
- K. **Exterior Painting.** Any Owner may paint the exterior of his Residence without approval of the DRC provided that the color or color combinations used are identical to the original color or color combinations used by the original builder of the Residence. Owners must obtain prior approval of the DRC to paint his Residence any color or color combination that are not identical to the original color or color combinations used by the original builder of the Residence. All paint color or color combinations must be different from neighboring Residences. Owners shall submit sample paint chips with their request for approval of an exterior paint color pursuant to this subsection K.
- L. **Modifications or Remodeling.** Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval. However, Owners must obtain prior approval of the DRC of any modifications to the interior of screened

porches, patios, and similar portions of a Lot visible from outside the structures on the Lot. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

### III. SITE DEVELOPMENT AND LANDSCAPING

- A. **No Temporary Structures.** No tent, shack, satellite dish, temporary structure, or temporary building shall be placed upon any property within the Community Area except with the prior written consent of the DRC obtained in each instance, subject to such conditions or restrictions as may be required by the DRC.
- B. **Storage Sheds.** No storage shed shall be placed upon any Lot except with the prior written consent of the DRC, subject to such conditions or restrictions as may be required by the DRC, including, without limitation, that (i) storage sheds shall be constructed of the same material as the applicable Residence; (ii) the roof of a storage shed shall be constructed of the same material as the roof of the applicable Residence; (iii) a storage shed shall be the same color as the applicable Residence; (iv) storage sheds shall not exceed a height of 8 feet 6 inches high at the peak and shall not be larger than 120 square feet; and (v) storage sheds shall only be constructed in the back yards of any Lot. In reviewing an application for approval of a storage shed, the DRC shall consider Lot grading, location and landscape screening.
- C. **Storage.** No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement.
- D. **Restrictions on Antennae, Pipes, Utility Lines, and Transmitters.**
1. Pipes for water, gas sewer, drainage, or other purposes, and wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio, visual, microwave, or similar signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground, within an enclosed structure, or otherwise screened from view from neighboring properties other than the Lot on which such facilities are installed and from any public streets, roads, or other rights-of-way in or adjacent to the Community Area and no such facilities shall be installed without the prior approval of the DRC.
  2. The DRC shall not withhold its approval of the installation on any Lot of one satellite dish television reception device which does not exceed 36 inches in diameter so long as such device is located on the Lot in a manner consistent with the terms set forth in these Guidelines and screened from view in accordance with the requirements of this Section.
  3. With the approval of the DRC, a master antenna or cable television antenna may, but need not, be provided for use of all Owners or a group of

Owners, and Declarant or the Association may grant easements for such purposes.

4. No electronic or radio transmitters of any kind other than garage door openers or cellular or cordless telephones shall be operated in or on any structure or within any Lot.

**E. Air Conditioning and Heating Equipment.** No heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained anywhere other than those contained totally within structures and those placed on the ground with screening as approved by the DRC; provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof if such unit is not viewable from the street on which the Residence fronts or faces or from any Lot and if specifically approved by the DRC. Notwithstanding any provision hereof to the contrary, no swamp coolers or evaporative coolers shall be permitted within the Community Area.

**F. Maintenance of Drainage; Established Drainage Patterns.**

1. There shall be no interference with the Established Drainage Pattern over any property within the Community Area, except as approved in writing by the DRC. Approval shall not be granted unless provision is made for adequate alternate drainage. The Owner of each Lot shall not disturb and shall from time to time restore such Established Drainage Pattern on its Lot without regard to whether it is disturbed by actions of Owner, actions of others, subsidence, or natural causes.
2. The Owner of each Lot shall maintain positive drainage away from the Residence built on the Lot as necessary so that melting snow, rain, surface, irrigation, and other water coming onto the Lot is drained away from the Residence and does not collect near the Residence and does not seep into the fill areas and other areas lying within the area adjoining or near the Residence and as necessary to conform with the finished grading plan for such Lot as reflected on the drainage certificate, if applicable.
3. The Owner of each Lot shall be responsible for promptly repairing any erosion on the Lot or any adjoining property resulting from the failure of the Owner to maintain the positive draining away from the Residence built on the Lot in accordance with the finished grading plan for such Lot and the drainage certificate, if applicable. If the Owner of any Lot fails to maintain that Owner's Lot in accordance with this Section, the Association may enter onto the Lot and restore the positive slope and make a Specific Assessment against the Lot and the Owner for the Association's cost in doing so including the cost of restoration of adjoining property as a result of the failure by the Owner to maintain the Lot in accordance with this Section.

- G. Maintenance of Underdrain System.** The Owner of each Lot shall perform regular maintenance of the underdrain system located on or serving such Lot to insure the performance of such system.
- H. Fences Prohibited.** No fences shall be constructed along or adjacent to the boundary or lot line of any Lot, or on any other portion of any Lot by any Owner, without the prior approval of the DRC unless in conformance with standard design specifications previously approved by the DRC. Privacy fences, security fences, and fences for screening purposes shall also be subject to the approval of the DRC unless in conformance with standard design specifications previously approved by the DRC. Without limiting the DRC's right to approve fences, all fences shall be constructed of a standard height of 5 feet; provided, however, that if the builder's wing fences are 6 feet, fences shall be 6 feet. All fences shall be constructed in the style of a cedar fence, dog-eared fence or picket fence. No double fences shall be permitted on any Lot. For purposes of these Guidelines, "double fence" shall mean any fence that includes two layers of fencing, but shall not include any fence that has the same appearance on both sides of the fence and does not include two layers of fencing. The maintenance of any and all fences installed on any Lot shall be the sole responsibility of the Owner of such Lot.
- I. Landscaping.**
1. All portions of each Lot not used for Improvements shall be landscaped utilizing primarily perennial and similarly "long-lived" ground cover, sod, shrubs, trees, and similar plantings and rock, bark, mulch, and similar materials. Annual and other short-lived and non-living durable plantings and landscape materials may be utilized only to supplement long-lived elements.
  2. Every Lot improved with a Residence shall be landscaped as approved by the DRC within the earlier of (a) the time period required by the Development Agreement and (b) six (6) months after the occupancy or completion of the Residence thereon as evidenced by the certificate of occupancy, whichever shall first occur.
  3. The landscaping of each Lot having once been installed shall be maintained in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased, or unsightly materials, removal of weeds and debris, and appropriate pruning of plant materials.
- J. Weeds.** Each Lot shall be kept free from brush or other growth or trash which, in the opinion of the DRC, is unsightly or causes undue danger of fire, and shall be kept mowed during growing seasons so that no weeds, brush, grasses, or growth on any Lot exceed six (6) inches in height at any time.

- K. **Playground Equipment.** No playground equipment, excluding basketball backboards, above eight (8) feet in height, nor any basketball backboards above thirteen (13) feet in height, all as measured from the ground level where the equipment is installed, shall be erected (on a temporary or permanent basis) on any property within the Community Area without the prior written consent of the DRC; provided that one temporary moveable basketball backboard may be used on each Lot without the prior written consent of the DRC so long as such backboard is not installed or used on any Lot in a manner which provides for the long term or permanent use thereof. No long term or permanent basketball backboard may be attached to a Residence and must be attached to steel pole firmly attached to the ground.

#### IV. MISCELLANEOUS

A. **Animals.**

1. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that, so long as not bred or maintained for commercial purposes and so long as not hazardous, a nuisance, or otherwise offensive to any portion of the Community Area, domesticated birds or fish, other small domestic animals permanently confined indoors, and an aggregate of not more than three (3) domesticated dogs or cats of which not more than two (2) may be domesticated dogs (all of which must be fenced or restrained at all times within a Lot), will be permitted on any one Lot.
2. No animal of any kind (including dogs and cats) shall be permitted which is determined by the DRC to make an unreasonable amount of noise or odor, to be offensive or hazardous, or to be a nuisance.
3. All household pets shall be controlled by their owner and shall not be allowed off the owner's Lot except when properly leashed and accompanied by the pet owner or his representative, who shall be responsible for collecting and properly disposing of any animal waste.
4. No dog runs shall be constructed on any Lot except with the prior written consent of the DRC, subject to such conditions or restrictions as may be required by the DRC, including, without limitation, that (i) fencing material shall be approved by the DRC; (ii) dogs runs shall be constructed in the back or side yard abutting the applicable Residence; (iii) dog runs shall be screened from view using wood screening; and (iv) dog runs shall not exceed a height of 5 feet and shall not be larger than 550 square feet. The DRC may require that an Owner obtain prior written consent from adjacent neighbors before the DRC approves a dog run.
5. Each Owner of a Lot shall be financially responsible and liable for any injury or damage caused by any household pet (a) normally housed on that Lot, (b) belonging to or brought onto the Community Area by the Owner

of the Lot, or (c) belonging to or brought onto the Community Area by anyone living in the Residence on the Lot or visiting with or staying with the Owner of the Lot or coming onto the Community Area pursuant to permission granted by the Owner of such Lot.

- B. **Exterior Lighting.** Any Owner may install exterior lighting without approval of the DRC provided that such lighting is of the same style, size and character as the lighting installed by the original builder of the Residence. Owners must obtain prior approval of the DRC to install any exterior lighting that is not of the same style, size and character of the exterior lighting installed by the original builder of the Residence. Without limiting the foregoing, all exterior lighting shall be (i) of a size as small as reasonably practical; (ii) directed toward the Residence on which it is installed; and (iii) of a low wattage to minimize glare or excessive light spillage on neighboring Residences and other Owners.
- C. **Hot Tubs.** Any Owner may install a hot tub provided that such hot tub is ground mounted and an integral part of the deck or patio area of the rear yard landscaping.
- D. **Annoying Sounds or Odors.** No sound or odor shall be emitted from any property within the Community Area which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the DRC, and no loud or obnoxious sounds shall be emitted from any Lot or part of the Community Area at any time.
- E. **Restrictions on Signs and Advertising.** No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Community Area so as to be evident to public view, except signs as may be approved in writing by the DRC. One two-sided sign advertising a Lot for sale or for lease may be placed on such Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the DRC. Notwithstanding the foregoing, subject to approval by the DRC, Declarant and each Limited Declarant shall be permitted to place one- or two-sided signs (of not more than fifty (50) square feet per side) on any Lots which it owns or in the Common Areas to advertise the Lots during the development, construction, and sales period.
- F. **Restoration in the Event of Damage or Destruction.** In the event of damage or destruction of any Improvement on any Lot, subject to the Association's obligation, if any, to restore any such damage or destruction as set forth herein, the Owner thereof shall cause the damaged or destroyed Improvement to be replaced or restored to its original condition, or to 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, until a new Improvement approved

by the DRC is constructed, the Lot to be suitably landscaped, subject to the approval of the DRC, so as to present a pleasing and attractive appearance.

## V. PROCEDURES FOR APPROVAL OF PLANS FOR IMPROVEMENTS

- A. **Submissions of Plans.** Prior to commencement of work to accomplish any proposed Improvement to Property (other than landscaping consistent with a landscaping plan previously approved by the DRC), the Person proposing to make such Improvement to Property (“Applicant”) shall submit to the DRC at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the DRC shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the DRC or its authorized agent. The DRC may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the DRC of all required materials in connection with the proposed Improvement to Property, the DRC may postpone review of any materials submitted for approval.
- B. **Office of the DRC.** The address of the DRC shall be the principal address of the Association.
- C. **Criteria for Approval.** The DRC shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Community Area as a whole; that the appearance, exterior design, materials and color of the proposed Improvement to Property will be in harmony with the surrounding areas of the Community Area and will be substantially consistent with the specific provisions or intent of these Guidelines; that the Improvement to Property will not detract from the beauty, wholesomeness, and attractiveness of the Community Area or the enjoyment thereof by Owners; that the proposed changes in topography properly relate to adjacent Lots and the Community Area as a whole; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The DRC may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the DRC determines, in its judgment, reasonably exercised, are necessary to comply with these Guidelines.
- D. **Design Review Fee.** A plan review fee of \$200 must be included with the initial submission of plans to the DRC.
- E. **Decision of the DRC.** The DRC shall approve or disapprove all requests for approval of any proposed Improvement to Property within forty-five (45) days after receipt by the DRC of all materials required by the DRC in conjunction therewith. If the DRC fails to approve or disapprove any request within forty-five

(45) days after complete submission of all materials and information with respect thereto, the DRC shall be deemed to have denied such submission.

- F. **Prosecution of Work After Approval.** After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished promptly and diligently and in complete conformity with the description of the proposed Improvement to Property and any other materials submitted to the DRC in connection with the proposed Improvement to Property and with any conditions imposed by the DRC. If the Improvement to Property is not completed within eighteen (18) months after the date of approval or such shorter period as is specified in writing by the DRC in granting its approval, the approval granted shall automatically lapse.
- G. **Notice of Completion.** Upon completion of the Improvement to Property, the Applicant shall give written Notice of Completion to the DRC; provided that the requirement of such notice shall be waived if the Applicant is the Declarant and the requirement of such notice may be waived by the DRC as to any Limited Declarant. Unless such notice is waived as or in the manner provided in this Section, until the date of receipt of such Notice of Completion, the DRC shall not be deemed to have notice of completion of such Improvement to Property.
- H. **Inspection of Work.** The DRC or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate thirty (30) days after the DRC has received a Notice of Completion from Applicant and the DRC has been provided access to inspect the Improvement to Property.

## VI. PROCEDURES TO ADDRESS NONCOMPLIANCE WITH OR VIOLATION OF GUIDELINES

- A. **Notice of Noncompliance or Violation.** If, as a result of inspections or otherwise, either (i) the DRC determines that any Improvement to Property has been made without obtaining the approval of the DRC as required by these Guidelines or was not made in complete conformity with the description and materials furnished to, and any conditions imposed by, the DRC, (ii) the DRC determines that any Improvement to the Property was not completed within eighteen (18) months after the date of approval by the DRC or such shorter period as specified in writing by the DRC, or (iii) the DRC or Association determines that any Improvement to Property, Owner or Residence is not in violation of these Guidelines outside of the approval process, the DRC shall notify the Applicant or Owner in writing of the noncompliance or violation, which notice shall be given, in any event, within thirty (30) days after either (a) the DRC receives a Notice of Completion from the Applicant or Owner and the DRC has been provided access to inspect the Improvement to Property or (b) promptly upon the DRC's or Association's discovery of the violation. The notice shall specify the particulars of the noncompliance or violation and such action to be taken to remedy the noncompliance or violation, which may include demolition of the Improvement to

Property or remodeling of the Improvement to Property to comply with the plans for such Improvement to Property, if any, approved by the DRC.

- B. Appeal to Board of Directors; Finding of Noncompliance.** If the DRC gives any notice of noncompliance or violation, the Applicant or Owner may appeal to the Board of Directors of the Association (the "Board") by giving written notice of such appeal to the Board and the DRC within thirty (30) days after receipt of the notice of noncompliance or violation by the Applicant or Owner. If, after a notice of noncompliance or violation, the Applicant or Owner fails to submit a timely appeal to the Board or fails to commence diligently to remedy such noncompliance or violation, the DRC shall request a finding of noncompliance or violation by the Board by giving written notice of such request to the Association and the Applicant or Owner within sixty (60) days after delivery to the Applicant or Owner of a notice of noncompliance or violation from the DRC. In either event, the Board shall hear the matter in accordance with the provisions of the By-Laws, and the Board shall decide whether or not there has been such noncompliance or violation and, if so, the nature thereof and the estimated cost of correcting or removing the same.
- C. Correction of Noncompliance.** The Applicant or Owner shall remedy the noncompliance or violation within thirty (30) days after notification thereof by the DRC, or, if a timely appeal to the Board was submitted by the Applicant or Owner or a request for a finding of noncompliance or violation was submitted to the Board by the DRC, within a period of not more than forty-five (45) days from the date of receipt by the Applicant or Owner of the ruling of the Board. If the Applicant or Owner does not comply with the Board ruling within such period, the Board may, at its option, assess a fine of up to \$25.00 per day until such noncompliance is corrected, record a Notice of Noncompliance against the Lot(s) on which the noncompliance or violation exists, may enter upon such Lot(s) and remove the noncomplying Improvement to Property, and/or may otherwise remedy the noncompliance or violation, and the Applicant or Owner shall reimburse the Association, upon demand, for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Specific Assessment against the Owner of the Lot for such costs and expenses. The right of the Association to remedy or remove any noncompliance or violation shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under the Declaration. The Applicant and Owner of the Lot shall have no claim for damages or otherwise on account of the entry upon the property and removal of the noncomplying or violating Improvement to Property.
- D. No Implied Waiver or Estoppel.** No action or failure to act by the DRC or by the Board shall constitute a waiver or estoppel with respect to future action by the DRC or the Board with respect to any Improvement to Property. Specifically, the approval of the DRC of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar

Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property.

## VII. VARIANCES

- A. **Committee Power to Grant Variances.** The DRC may authorize variances from compliance with any of the provisions of these Guidelines or the Declaration, including restrictions upon height, size, floor area, or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions may require. Such variances must be approved by the DRC in accordance with its regular procedures and shall not be effective until so approved and evidenced in writing executed by the Chairman or a majority of the DRC. If any such variance is granted, no violation of the provisions of these Guidelines or the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Guidelines or the Declaration for any purpose except as to the particular property, the particular Improvement to Property covered by the variance, and the particular provision hereof or of the Declaration, covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

## VIII. COMPLIANCE WITH LAW AND OTHER GOVERNING DOCUMENTS

- A. **Compliance.** Nothing shall be done or kept on any property within the Community Area in violation of any law, ordinance, rule, or regulation of any governmental authority or quasi-governmental entity having jurisdiction. Owners will comply with and conform to all applicable laws and regulations of the United States and the State of Colorado, and with all local ordinances, rules and regulations. In addition, Owners will at all times comply with the terms and conditions of the Declaration, the Bylaws, all rules and regulations promulgated from time to time by the Association ("Rules and Regulations") and the Development Agreement.
- B. **Items Addressed in Rules and Regulations.** Section II of the Rules and Regulations address the following items and should be reviewed in connection with these Guidelines:
1. Maintenance of the Community Area
  2. Permitted uses of Property
  3. Prohibition on noxious or offensive activity
  4. Prohibition on hazardous activities

5. Prohibition on unsightliness
6. Holiday decorations
7. Garbage and trash
8. Vehicle repairs
9. Storage of gasoline and explosives
10. Trailers, campers and other vehicles
11. Restrictions on mining and drilling
12. Insurance requirement compliance
13. Further subdivision of Lots
14. Adjustment of Lot lines
15. Maintenance of drainage, established drainage patterns and underdrain systems
16. Restoration of destroyed or damaged Improvements